

FARGO CITY COMMISSION AGENDA  
Monday, May 3, 2021 - 5:00 p.m.

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at [www.FargoND.gov/streaming](http://www.FargoND.gov/streaming). They are rebroadcast Mondays at 5:00 p.m., Thursdays at 7:00 p.m. and Saturdays at 8:00 a.m. They are also included in the video archive at [www.FargoND.gov/citycommission](http://www.FargoND.gov/citycommission).

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, April 19, 2021).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

- 1. 2nd reading and final adoption of the following Ordinances; 1st reading, 4/19/21:
  - a. Rezoning Certain Parcels of Land Lying in Reeves Addition.
  - b. Rezoning Certain Parcels of Land Lying in Madelyn's Meadows Fourth Addition.
  - c. Rezoning Certain Parcels of Land Lying in Asleson Farms Fourth Addition.
- 2. Applications for Games of Chance:
  - a. Lend A Hand Up for a raffle on 9/14/21.
  - b. TNT Kid's Fitness for a raffle on 5/13/21.
  - c. UND Alumni Association and Foundation for a raffle on 6/23/21.
  - d. Davies Theatre Parent Group for a calendar raffle from 5/20/21 to 5/23/21.
- 3. Bid award for pavement condition assessment and data processing (RFP21059).
- 4. Farm Lease (Oak Grove) with Chad Johnson and Kyle Johnson for property located at 5636, 5638, 6054 and 6056 Veterans Boulevard South.
- 5. Purchase Agreement, Permanent Easement (Levee and Retaining Wall for Flood Control) and Easement (Temporary Construction Easement) with John S. Peterson and Shirley J. McCaslin Revocable Trust (Project No. FM-19-E).
- 6. Amendment (First) to Right of Way Use Agreement with PSJ Acquisition, LLC d/b/a Prairie St Johns, ALPA Construction, Inc.
- 7. Amendment (Second) to Right of Way Use Agreement with Great Plains Mercantile Holdings, LLC.
- 8. Construction Conditions Agreement for the Fargo-West Fargo Natural Gas Project with Xcel Energy.
- 9. Change Order No. 2 for an increase of \$15,491.50 for Project No. HD-19-A1.
- 10. Change Order No. 4 for an increase of \$7,204.00 for Project No. UR-20-A1.
- 11. Contract Amendment No. 3 with Houston Engineering in the amount of \$31,000.00 for Project No. FM-19-B0.

Page 12. Bid awards for Project Nos. FM-19-B1 and FM-19-E1.

13. Bid award for repair and maintenance of the outdoor canopies at the FARGODOME (RFP21089).
14. Bid award for replacement of the food and beverage point of sale system at the FARGODOME (RFP21090).
15. Sole Source Procurement with RL Engebretson for project management services at the Newman Outdoor Stadium (SSP21102).
16. Delegation of Authority from the ND State Fire Marshal for the Fargo Fire Department.
17. Notice of Grant Award with the ND Department of Health for the Ryan White Part B Program (CFDA #93.917).
18. Agreement for Services with Fargo-Moorhead Metro COG.
19. Notice of Grant Award (Amendment) with the ND Department of Health for Women's Way (CFDA #93.898).
20. Set May 17, 2021 at 5:15 p.m. as the date and time for a hearing on a dangerous building at 1426 4th Avenue North.
21. Resolution Approving Plat of Brewhalla Addition.
22. Amendment No.1 of Subrecipient Agreement with Afro American Development Association.
23. Bid award for hoist replacement at the Metro Transit Garage (RFQ21072).
24. Contracts and bonds for Project Nos. FM-19-A1 (general), FM-19-F1, SL-21-A1 and TR-21-A1.
25. Bills.
26. Amendment to Purchase Agreement with Sanford North for Improvement District No. BN-21-A1.
27. Easement (Temporary Construction Easement) and Permanent Easement (Storm Sewer) with Robert L. Nelson Revocable Trust (Improvement District No. UN-21-A1).
28. Estimated Payments to Century Link in the amount of \$3,426.10 and Consolidated Communications in the amount of \$9,465.00 for the relocation of private utilities contingent upon relocation by 6/1/21 (Improvement District No. PR-21-G1).
29. Negative Final Balancing Change Order No. 4 in the amount of -\$146,214.39 for Improvement District No. BN-20-C1.
30. Bid award for Improvement District Nos. BN-21-C1, BN-21-G1 and UN-21-A1.
31. Create Improvement District Nos. BN-21-H and NR-20-A.
32. Contract and bond for Improvement District No. BN-20-A1.

33. **RESIDENT COMMENTS** (Fargo residents will be offered 2.5 minutes for comment with a maximum of 30 minutes total for all resident comments. Residents who would like to address the Commission, whether virtually or in person, must sign-up at [FargoND.gov/VirtualCommission](http://FargoND.gov/VirtualCommission)).
34. **\*Public Input Opportunity\* - PUBLIC HEARINGS - 5:15 pm:**
  - a. Amendments to 2020 Action Plan HOME Investment Partnerships Program.
  - b. Covey Ranch First Addition (6688 45th Street South); approval recommended by the Planning Commission on 1/5/21; continued from the 4/19/21 Regular Meeting:
    1. Zoning Change from AG, Agricultural to P/I, Public and Institutional.
    2. 1st reading of rezoning Ordinance.
    3. Plat of Covey Ranch First Addition.
  - c. Plat of L. J. Laffen Addition a plat of a portion of the Northeast Quarter of Section 7, Township 139 North, Range 48 West (417 and 501 Main Avenue).
  - d. Renaissance Zone Project for 501 Main Ave DevCorp, LLC for a new construction project at 501 Main Avenue and a portion of 417 Main Avenue.
  - e. Application for a Class "FA-Entertainment" Alcoholic Beverage License for Fargo Ts LLC d/b/a Suite Shots to be located at 3400 James Way.
  - f. Hearing on a dangerous building located at 1648 8th Avenue South.
  - g. Hearing on a dangerous building located at 1418 1st Avenue North; continued from the 1/11/21 Regular Meeting.
35. COVID-19 Update:
  - a. Fargo Cass Public Health Update.
36. Update on the Metro Flood Diversion Authority.
37. Recommendation to authorize the 2021 Mosquito Control Agreement with Cass County.
38. Applications for property tax exemptions for improvements made to buildings:
  - a. Home Builders Association of Fargo-Moorhead, 1802 32nd Avenue South (3 year).
  - b. Jeffrey and Marion Kuehn, 1526 28 1/2 Avenue South (3 year).
  - c. Shane and Tricia Erstad, 1201 9th Street South (5 year).
  - d. Kay Schwartzwalter and Paul Gleye, 723 3rd Avenue North (5 year).

People with disabilities who plan to attend the meeting and need special accommodations should contact the Commission Office at 701.241.1310 at least 48 hours before the meeting to give our staff adequate time to make arrangements.

Minutes are available on the City of Fargo website at [www.FargoND.gov/citycommission](http://www.FargoND.gov/citycommission).

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

1a

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND  
LYING IN REEVES ADDITION  
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in Reeves Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on March 2, 2021; and,

WHEREAS, the rezoning changes were approved by the City Commission on April 19, 2021,

NOW, THEREFORE,

Be It Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. The following described property:

Blocks Twenty-six (26) and Twenty-seven (27), the vacated "L" Street (16 ½ Street North), the West Twenty-five (25) feet of vacated West Street (16th Street North), and part of the vacated Northern Pacific Avenue, **Reeves Addition**; part of Lot Five (5), **Milwaukee Addition**; Auditor's Lot No. 1 of the South Half of **Section 1, Township 139 North, Range 49 West**, and a small portion of property located adjacent to the south that is approximately 3,984 square feet of Reeves Addition to the city of Fargo, Cass County, North Dakota,

is hereby rezoned from "LI", Limited Industrial, District and "GC", General Commercial, District to "GC", General Commercial, District and to enact a "PUD", Planned Unit Development Overlay, District as follows:

A. Allowed Uses.

1. In addition to the uses allowed within the "GC", General Commercial zoning district, residential and industrial uses shall also be allowed.



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1 B. Residential Density.

- 2 1. The maximum residential density allowed shall be seven (7) units per acre.

3 C. Parking.

- 4 1. Lot One (1) (the west property as indicated on the PUD Master Plan) parking  
5 requirements are as follows:  
6 a. One and one-half (1.5) parking spaces per residential unit;  
7 b. One (1) space per two-hundred and fifty (250) square feet for conference  
8 spaces, event spaces, the food market, and patios;  
9 c. One (1) space per five-hundred (500) square feet for kitchen and  
10 ancillary space; and  
11 d. All other parking requirements shall be governed by the Land  
12 Development Code.
- 13 2. Lot Two (2) (the east property as indicated on the PUD Master Plan) parking  
14 requirements are as follows:  
15 a. Two (2) parking spaces for one (1) residential unit on site; and  
16 b. One (1) parking space per five-hundred (500) square feet for all other  
17 use.
- 18 3. Required parking can be shared and located on either Lots One (1) or Two (2).

19 D. Setbacks.

- 20 1. The interior setback of the shared lot line between Lots One (1) and Two (2) shall  
21 be reduced to zero (0) feet.
- 22 2. In order to accommodate existing structures on Lot Two (2), the interior setback  
23 on the east side shall be reduced to two (2) feet and the rear setback shall be  
reduced to zero (0) feet.

E. Landscaping.

1. The width of the parking lot perimeter landscaping buffer shall be reduced to four  
(4) feet.

F. The following uses are prohibited:

1. Detention Facilities;  
2. Adult Entertainment Center;  
3. Vehicle Repair;  
4. Limited Vehicle Services;

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5. Aviation/Surface Transportation;
6. Off-Premise Advertising; and
7. Portable Signs.

G. Bicycle Parking.

1. Bicycle parking facilities, such as bike racks and bike lockers, shall be provided on site.

H. Site Design.

1. Separate vehicular and pedestrian circulation systems shall be provided. An on-site system of pedestrian walkways shall be designed to provide direct access and connections to and between the following:
  - a. The primary entrance(s) to each commercial building;
  - b. Parking areas that service said commercial buildings; and
  - c. Public sidewalk or walkway within the 1<sup>st</sup> Avenue North right-of-way.
2. In locations where pedestrian walkways intersect or cross vehicular circulation areas, pavement striping or contrasting paving shall be used along with signage and/or other design methods to demarcate the pedestrian circulation system.

I. Additional Standards.

1. Open space shall be a minimum of 20%.
2. Off-street parking, loading, and vehicular circulation areas shall have an all-weather surface, as governed by the Land Development Code.
3. The property shall not be used in whole or in part for storage or rubbish or debris of any kind whatsoever, nor for the storage of any property or items that will cause such lot to appear untidy, unclean, or unsightly as determined by the lot that will emit foul odors, including compost sites and fertilizer. All garbage containers, including dumpsters, shall be concealed from public view by a fence, screen wall, or building extension.
4. The manufacturing, production, or processing of food and/or animal products shall not be permitted, except for brewing of beer.
5. The manufacturing, production or processing of hazardous chemicals or materials shall not be permitted.

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ORDINANCE NO. \_\_\_\_\_

6. No loading or unloading operations may be conducted between the hours of 10:00 PM and 6:00 AM.

Section 2. The City Auditor is hereby directed to amend the zoning map now on file in his office so as to conform with and carry out the provisions of this ordinance.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

(SEAL)

Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

First Reading:  
Second Reading:  
Final Passage:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

(16)

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND  
LYING IN MADELYN'S MEADOWS FOURTH ADDITION  
TO THE CITY OF FARGO,  
CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in the proposed Madelyn's Meadows Fourth Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on October 6, 2020; and,

WHEREAS, the rezoning changes were approved by the City Commission on April 19, 2020,

NOW, THEREFORE,

Be It Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. The following described property:

Lots One (1) through Twenty-two (22), Block One (1); Lots One (1) through Sixteen (16), Block Two (2); Lots One (1) through Sixteen (16), Block Three (3); Lots One (1) through Thirty-Four (34), Block Four (4); Lots One (1) through Fourteen (14), Block Five (5); and Lots One (1) through Six (6) and Eight (8) through Fourteen (14), Block Six (6) of Madelyn's Meadows Fourth Addition to the City of Fargo, Cass County, North Dakota,

is hereby rezoned from "AG", Agricultural, District, to "SR-4", Single-Dwelling Residential, District.

Section 2. The following described property:

Lot Seven (7), Block Six (6) and Lot One (1), Block Seven (7) of Madelyn's Meadows

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ORDINANCE NO. \_\_\_\_\_

Fourth Addition to the City of Fargo, Cass County, North Dakota,

is hereby rezoned from "AG", Agricultural, District, to "P/I", Public and Institutional, District.

Section 3. The following described property:

Lot Two (2), Block Seven (7) of Madelyn's Meadows Fourth Addition to the City of  
Fargo, Cass County, North Dakota.

is hereby rezoned from "AG", Agricultural, District, to "MR-1", Multi-Dwelling Residential,  
District.

Section 4. The City Auditor is hereby directed to amend the zoning map now on file in his  
office so as to conform with and carry out the provisions of this ordinance.

Section 5. This ordinance shall be in full force and effect from and after its passage and  
approval.

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

10

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE REZONING A CERTAIN PARCEL  
OF LAND LYING IN ASLESON FARMS FOURTH ADDITION  
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in the proposed Asleson Farms Fourth Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on February 2, 2021; and,

WHEREAS, the rezoning changes were approved by the City Commission on April 19, 2021,

NOW, THEREFORE,

Be It Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. The following described property:

Lot One (1), Block One (1) of Asleson Farms Fourth Addition to the City of Fargo,  
Cass County, North Dakota;

is hereby rezoned from "MR-2", Multi-Dwelling Residential, District to "LC", Limited Commercial, District.

Section 2. The City Auditor is hereby directed to amend the zoning map now on file in his office so as to conform with and carry out the provisions of this ordinance.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

1  
2  
3 Section 3. This ordinance shall be in full force and effect from and after its passage and  
4 approval.

5  
6 (SEAL)

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

7 Attest:

8  
9  
10 \_\_\_\_\_  
11 Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:



**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**  
 OFFICE OF ATTORNEY GENERAL  
 SFN 9338 (08/2019)

Application for: ☒ Local Permit \* ☐ Restricted Event Permit (one event per year)

Name of Nonprofit Organization or group of people permit is issued to <b>Lend A Hand Up</b>	Date(s) of Activity <b>1</b>	For a raffle, provide drawing date(s): <b>Drawing 9-14-21</b>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <b>Jeana Peinovich / Joe Karvonen</b>	Title <b>Director</b>	Business Phone Number <b>701.356.2661</b>	
Business Address <b>4141 2B Ave S</b>	City <b>Fargo</b>	State <b>ND</b>	Zip Code <b>58104</b>
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted <b>Drucker Brewing Co.</b>	Site Address <b>1666 1st Ave N</b>		
City <b>Fargo</b>	State <b>ND</b>	Zip Code <b>58102</b>	County <b>Cass</b>
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit. <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *			

**DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED**

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle	2018 Moto Guzzi V7	\$6,000-			
Raffle	Bike helmet	\$475-			
Raffle	Alpinestars Motorcycle Jacket	\$320-			
			Total: (Limit \$40,000 per year) \$ <b>6,795.-</b>		

Intended uses of gaming proceeds: Proceeds will benefit families in medical crisis

Does the organization presently have a state gaming license? ☒ No ☐ Yes - If "Yes," the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240.

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? ☒ No ☐ Yes-If "Yes," the organization or group does not qualify for a local permit or restricted event permit.

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? ☒ No ☐ Yes-If "Yes," indicate the total value of all prizes previously awarded: \$ \_\_\_\_\_. This amount is part of the total prize limit of \$40,000 per year.

Signature of Organization or Group's Top Official <i>[Signature]</i>	Date <b>4/22/21</b>	Title <b>Executive Director</b>	Business Phone Number <b>701 271-0263</b>
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**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**  
 OFFICE OF ATTORNEY GENERAL  
 SFN 9338 (08/2019)

Application for: ☐ Local Permit ☒ Restricted Event Permit (one event per year)

Name of Nonprofit Organization or group of people permit is issued to <b>Tnt Kid's Fitness</b>	Date(s) of Activity to	For a raffle, provide drawing date(s): <b>05/13/2021</b>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <b>Kim Pladson</b>	Title <b>Executive Dir</b>	Business Phone Number <b>(701) 551-5001</b>	
Business Address <b>2800 Main Ave</b>	City <b>Fargo</b>	State <b>ND</b>	Zip Code <b>58103-6811</b>
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted <b>Block9</b>	Site Address <b>2nd Ave N And Broadway</b>		
City <b>Fargo</b>	State <b>ND</b>	Zip Code <b>58102-0000</b>	County <b>Cass</b>
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit. <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *			

**DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED**

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle 1	Summer Package	\$1,000.00			
Raffle 2	Grill Package	\$1,200.00			
Total:					(Limit \$40,000 per year) \$ 2,200.00

**Intended uses of gaming proceeds:** Funds raised at our event are dedicated to programming. Proceeds allow us to increase the capacity of our programming so we can serve more children and include more partner programs.

Does the organization presently have a state gaming license? ☒ No ☐ Yes - If "Yes," the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240.

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? ☒ No ☐ Yes - If "Yes," the organization or group does not qualify for a local permit or restricted event permit.

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? ☒ No ☐ Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ \_\_\_\_\_. This amount is part of the total prize limit of \$40,000 per year.

Signature of Organization or Group's Top Official 	Date <b>4/28/2021</b>	Title <b>Executive Director</b>	Business Phone Number <b>(701) 551-5001</b>
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**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**  
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL  
 LICENSING SECTION  
 SFN 9338 (04-2020)

(20)

CC  
 25.00  
 4/29/21

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit\*

Games to be Conducted

☐ Bingo ☒ Raffle ☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker\* ☐ Twenty-One\* ☐ Paddlewheels\*

*Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit allowed per year.*

Name of Organization or Group of People permit is issued to UND Alumni Association & Foundation	Dates of Activity	If raffle, provide drawing date 6/23/21	
Organization or Group Contact Person Brooke Conlin	Title or Position Director of Events	Telephone Number (701) 777-2611	
Business Address 3501 University Avenue, Stop 8157	City Grand Forks	State ND	ZIP Code 58202
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) Rose Creek Golf Course			
Site Address 1500 E Rose Creek Pkwy S	City Fargo	ZIP Code 58104	County Cass County

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle Board	50/50 Drawing	\$500.00
Raffle	Wooden Hockey Stick (1)	\$50.00
Raffle	ADIDAS hat (4)	\$80.00
Raffle	ADIDAS long sleeve (8)	\$200.00
Raffle	ADIDAS 1/4 zip (4)	\$80.00
Raffle	ADIDAS shorts (2)	\$40.00
Raffle	T-shirts (2)	\$30.00
Raffle	Golf Balls (2)	\$30.00
Raffle	ADIDAS polo (1)	\$20.00
Raffle	ADIDAS windbreaker (1)	\$50.00
Raffle	1/4 zip long sleeve (2)	\$120.00
Add Row	Delete Row	

Total (limit \$40,000 per year)	\$1,200.00
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Intended Uses of Gaming Proceeds to benefit Athletic Scholarships at the University of North Dakota	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? (If yes, indicate the total retail value of all prizes previously awarded) No <input checked="" type="checkbox"/> Yes - Total Retail Value: <u>\$2,345.00</u> (This amount is part of the total prize limit of \$40,000 per year)	

Organization or Group Contact Person

Name Brooke Conlin	Title Director of Events	Telephone Number (701) 777-2611	E-mail Address brookec@undalumni.net
Signature of Organization or Group's Top Official <u>Hancy Pederson</u>		Title VP of Finance	Date 4-28-21



**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**  
 OFFICE OF ATTORNEY GENERAL  
 SFN 9338 (08/2019)

Application for: ☒ Local Permit      \* ☐ Restricted Event Permit (one event per year)

Name of Nonprofit Organization or group of people permit is issued to Davies Theatre Parent Group	Date(s) of Activity 5/20/2021 to 5/23/2021	For a raffle, provide drawing date(s): daily	
Person Responsible for the Gaming Operation and Disbursement of Net Income Jody Jahner	Title Volunteer	Business Phone Number (701) 730-3804	
Business Address	City	State	Zip Code
Mailing Address (if different) 4256 43rd Ave S	City Fargo	State ND	Zip Code 58104-xxxx
Name of Site Where Game(s) will be Conducted Davies High School	Site Address 7150 25th St S		
City Fargo	State ND	Zip Code 58104-xxxx	County Cass
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit. <input type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input checked="" type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *			

**DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED**

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
50/50 Raffle	cash	\$1,000.00			
Total:					(Limit \$40,000 per year) \$ 1,000.00

Intended uses of gaming proceeds: Funds will be used to off set the cost of field trips for students

Does the organization presently have a state gaming license? ☒ No    ☐ Yes - If "Yes," the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240.

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? ☒ No    ☐ Yes-If "Yes," the organization or group does not qualify for a local permit or restricted event permit.

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? ☒ No    ☐ Yes-If "Yes," indicate the total value of all prizes previously awarded: \$ \_\_\_\_\_. This amount is part of the total prize limit of \$40,000 per year.

Signature of Organization or Group's Top Official <i>Jody Jahner</i>	Date 4/27/2021	Title Parent Volunteer	Business Phone Number (701) 730-3804
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## REPORT OF ACTION

## CONSULTANT SELECTION COMMITTEE

Requesting: CITYWIDE PAVEMENT CONDITION ASSESSMENT

Proposal No. MS-21-A0

Location: Citywide

Date of Hearing: 4/9/2021

RFP #21059

Requested Services: Pavement Condition Assessment and Data Processing

RoutingDate

City Commission

5/3/2021

Consultant File

Project File

Petitioners

Selection Committee

X

X

Proposals were received from the following Consultants for this project:  
 Data Transfer Solutions  
 Goodpointe Technology  
 Stantec Consulting Services

The Selection Committee evaluated proposals based on the criteria outlined within the RFP:

<u>Selection Criteria</u>	<u>Points</u>
Demonstrated competence to meet project requirements based on methods, procedures, equipment, QA/QC procedures, and overall approach to the project.	30
Cost of services to be performed.	30
Experience of personnel assigned to the project, firm's experience with similar projects, and references.	40
	100

Following review of the proposal, the Selection Committee ranked the firms for selection of the preferred consultant. Staff met on April 9, 2021 to review proposals submitted for the project and selected Stantec Consulting Services as the preferred firm for the project. The cost for this work is estimated to be \$121,300.90

RECOMMENDED MOTION

Concur with the Consultant Selection Committee and recommend contract award for pavement condition assessment to Stantec Consulting Services.

PROJECT FINANCING INFORMATION:

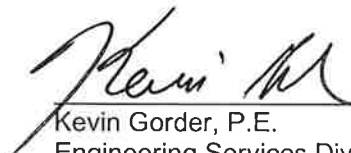
This work was included in the approved 2021 CIP. The Committee selected Stantec Consulting Services as the preferred firm for the project, for a total of \$121,300.90.

Selection Committee ROA  
MS-21-A0 – Citywide Pavement Condition Assessment  
4/9/2021 -- Page 2

COMMITTEE

Tom Knakmuhs, Assistant City Engineer  
Brenda Derrig, City Engineer  
Kevin Gorder, Division Engineer – Engineering Services  
Jason Hoogland, Engineering Tech Supervisor

Present	Yes	No	Unanimous
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

  
\_\_\_\_\_  
Kevin Gorder, P.E.  
Engineering Services Division Engineer

C: Allen Ibaugh (Data Transfer Solutions), Anthony Kadlec (Goodpointe Technology), Fadi Jadoun (Stantec)

Attachment

Evaluation Committee Member 1					
Firm	Capability (30 Pts)	Cost (30 Pts)	Personnel (40 Pts)	Total (100 Pts)	Rank
DTS	25	36	28	89	3
GoodPointe	27	38	27	92	2
Stantec	29	38	30	97	1

Evaluation Committee Member 2					
Firm	Capability (30 Pts)	Cost (30 Pts)	Personnel (40 Pts)	Total (100 Pts)	Rank
DTS	29	36	28	93	2
GoodPointe	26	38	27	91	3
Stantec	25	40	30	95	1

Evaluation Committee Member 2					
Firm	Capability (30 Pts)	Cost (30 Pts)	Personnel (40 Pts)	Total (100 Pts)	Rank
DTS	25	30	28	83	3
GoodPointe	28	33	26	87	2
Stantec	26	35	30	91	1

Evaluation Committee Member 2					
Firm	Capability (30 Pts)	Cost (30 Pts)	Personnel (40 Pts)	Total (100 Pts)	Rank
DTS	20	30	24	74	3
GoodPointe	25	40	22	87	2
Stantec	27	40	30	97	1

## 7.0 COST PROPOSAL

RFP # MS-21-A0 – Citywide Pavement Condition Assessment

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## COST PROPOSAL FORM

Items Included in RFP

Task	Activity	Quantity	Units	Rate	Total
1a	Project Initiation	1	LS	\$ 10,834.40	\$ 10,834.40
1b	Field Mobilization/Calibration	1	LS	\$ 2,729.30	\$ 2,729.30
1c	Field Data Collection & Processing (w/rutting)	124	MI	\$ 125.00	\$ 15,500.00
1d	Field Data Collection & Processing (w/o rutting)	571.7	MI	\$ 117.13	\$ 66,960.50
2	Image Collection, Processing, and Calculate PCI	708.4	MI	\$ 8.19	\$ 5,802.95
3	Data Entry and Database Updates	1	LS	\$ 3,972.90	\$ 3,972.90
4	Run Scenarios	8	EA	\$ 940.31	\$ 7,522.50
5	Summary Report & Documentation	1	LS	\$ 7,978.35	\$ 7,978.35
Total					\$121,300.90

This Proposal is submitted by:

Fadi Jadoun

Printed Name

Signature

Stantec Consulting Services Inc.

Company

April 5, 2021

Date

3133 West Frye Road, Suite 300,  
Chandler, Arizona 85226

Address

(480) 687-6128

Phone

fadi.jadoun@stantec.com

Email Address



**AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement made and entered on this \_\_\_\_ day of \_\_\_\_\_, 2021 between the CITY OF FARGO, North Dakota, ("City") and STANTEC CONSULTING SERVICES ("Consultant") for services to be provided to City in furtherance of its development of Project # MS-21-A0.

1. **Scope of Work.** Consultant shall perform in a competent and professional manner the Scope of Work included in the Request for Proposals for Services located in the Engineering Department, City of Fargo, for Project #MS-21-A0 and in Exhibit A attached hereto, both of which are incorporated herein and made a part of this Agreement.
2. **Acceptance and Completion.** Consultant shall commence work immediately upon receipt of a written Notice to Proceed from the City. Services initiated by Consultant prior to execution of this Agreement are done so at Consultant's risk. Acceptance of this Agreement is required by the Board of City Commission of the city of Fargo. The parties anticipate that all work pursuant to this Agreement shall follow the timeframe laid out with the Request for Proposals. Upon request of the City, Consultant shall submit, for the City's approval, a schedule for the performance of Consultant's services which shall be adjusted as required as the project proceeds, and which shall include allowances for periods of time required by the City's project engineer for review and approval of submissions and for approvals of authorities having jurisdiction over the project. This schedule, when approved by the City, shall not, except for reasonable cause, be exceeded by the Consultant.
3. **Change Orders.** City may request changes to the Scope of Work by altering or adding to the Services to be performed. Consultant will provide a contract amendment setting out the fees for the requested change. City shall accept Consultant's reasonable offer in writing, and as approved by the Board of City Commission of the city of Fargo.
4. **Payment.** City shall pay Consultant for all work performed. Consultant shall submit, at least monthly, invoices for work performed. Payment is due within 45 days after receipt of invoice. City shall notify Consultant if it objects to any portion of the charges within 20 days from receipt of the Consultant's invoice, but shall timely pay the undisputed portion. It is the Consultant's responsibility to determine whether federal, state, or local prevailing wage requirements apply.
5. **Assignment.** This Agreement may not be assigned by the City or Consultant without the prior written consent of the other party.
6. **Termination.** This Agreement may be terminated by either party upon fifteen (15) days written notice should the other party fail to perform in accordance with the terms hereof, provided such failure is not cured within such fifteen (15) day period. City may terminate this Agreement for convenience at any time, in which event Consultant shall be compensated in accordance with the terms hereof for Services performed and reimbursable expenses incurred prior to its receipt of written notice of termination from

City.

7. **Third Party Reliance.** The services provided for hereunder are for the City's sole benefit and exclusive use with no third party beneficiaries intended.
8. **Ownership of Documents.** Consultant's work product reimbursed by the City, including all data, documents, results, ideas, developments, and inventions that Consultant conceives or developed in the course of its performance under this Agreement shall be the City's property, unless otherwise agreed.
9. **Independent Contractor Status.** It is expressly acknowledged and understood by the parties that nothing contained in this agreement shall result in, or be construed as establishing an employment relationship. Consultant shall be, and shall perform as, an independent contractor who agrees to use his or her best efforts to provide the services to the City. Consultant shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, subcontractors and agents.
10. **Indemnification.** Consultant agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, to the extent such injury, loss, or damage is caused by the negligent act, omission, error, professional error, mistake, negligence, or other fault of the Consultant, any subcontractor of the Consultant, or any officer, employee, representative, or agent of the Consultant or of any subcontractor of the Consultant, or which arises out of any workmen's compensation claim of any employee of the Consultant or of any employee of any subcontractor of the Consultant. The Consultant agrees to investigate, handle, respond to, and to provide defense for and defend against (except in the case of professional liability claims), any such liability, claims or demands at the sole expense of the Consultant, or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands. City agrees to indemnify and hold harmless Consultant, its officers, employees, insurers, from and against all liability, claims and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, to the extent such injury, loss, or damage is caused by the negligent act, omission, error, professional error, mistake, negligence, or other fault of the City. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of City and Consultant, they shall be borne by each party in proportion to its negligence.
11. **Professional Liability Insurance.** Consultant shall maintain in full force and effect until at least three years subsequent to completion of the Services professional liability insurance covering the performance of the Services. Insurance shall be on a "claims

made” basis and in the amount of at least \$1,000,000.

12. **Workers Compensation Insurance.** Consultant shall maintain workers compensation insurance with following limits or with the minimum limits required by law, if greater:

Coverage A: Statutory

Coverage B:	\$1,000,000	Bodily Injury by accident	Each accident
	\$1,000,000	Bodily Injury by disease	Policy limit
	\$1,000,000	Bodily Injury by disease	Each employee

13. **General Liability Insurance.** Consultant shall maintain general liability insurance with coverage to include: Premises/Operations, Completed Operations and Contractual Liability (to cover the indemnification provision in paragraph 10 of this Agreement). Limits of coverage shall not be less than:

\$2,000,000 Per occurrence

\$2,000,000 Aggregate

14. **Automobile Insurance.** Consultant shall maintain automobile liability insurance to include all owned autos (private passenger and other than private passenger), hired and non-owned vehicles. Limits of coverage shall not be less than:

\$2,000,000 Per occurrence

15. **Evidence of Insurance.** The above insurance shall be maintained in companies lawfully authorized to do business in North Dakota and which are reasonably acceptable to City. Consultant shall furnish City with certificates reflecting such insurance (ACORD form or equivalent) to be in force as long as this agreement remains in effect and providing that said insurance will not be canceled or its limits reduced by endorsement without at least 30 days prior written notice to City.

16. **Consequential Damages.** North Dakota law governs claims for consequential damages.

17. **Entire Agreement.** The terms and conditions set forth herein, the RFP, the Instructions to Offerors of Professional Services, and any document referenced herein constitute the entire understanding of the parties relating to the provision of services by Consultant to City. This Agreement may be amended only by a written instrument signed by both parties.

18. **Severability.** Should a court of law determine that any paragraph of this Agreement is invalid, all other paragraphs shall remain in effect.

19. **Statute of Limitations.** Causes of action arising out of Consultant’s services shall be governed by the applicable statute of limitations.

20. **Dispute Resolution.** Consultant and City will exercise good faith efforts to resolve disputes through a mutually acceptable Alternative Dispute Resolution process. Nothing prevents the parties from pursuing litigation in an appropriate State or Federal court.

21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of North Dakota.
22. **Force Majeure.** Neither party shall be liable for damages or deemed in default of this Agreement and any Authorization for Services hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, union activity, strikes or lock-outs, and changes in laws, statutes, regulations, or ordinances.
23. **Notice.** Any written notices as called for herein may be hand delivered to the respective persons and/or addresses listed below or mailed by certified mail return receipt requested, to:
- |                                  |  |
|----------------------------------|--|
| City:                            | Consultant:  |
| City Auditor                     | Fadi Jadoun, P.E.  |
| City of Fargo                    | <u>Stantec Consulting Services Inc.</u>                  |
| 225 4 <sup>th</sup> Street North | <u>3133 West Frye Rd., Suite 300, Chandler, AZ 85226</u> |
| Fargo, North Dakota 58102        |  |

RFP – Engineering Services  
Project No. MS-21-A0

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IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement.

ATTESTED BY:

CITY OF FARGO, NORTH DAKOTA:

\_\_\_\_\_

By: \_\_\_\_\_

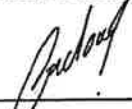
Title: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESSED BY:

Consultant:

Stantec Consulting Services Inc.

  
\_\_\_\_\_  
Fadi Jadoun, Associate

By: Gabriele Cimini 

Title: Principal

Date: April 16, 2021

### 3.2 WORK PLAN AND METHODOLOGY

Stantec's IMPE team has been actively involved in pavement condition assessment and pavement management system implementations since 1978. With 40+ years of experience in the field, the City can be rest assured that an implementable strategy has been established and successfully tried with numerous clients across North America.

Our approach for successfully implementing the scope of work presented in this RFP is based on the tasks below as per the RFP. More details on each of the tasks are discussed in detail below. Three (3) optional tasks have been also added to the RFP task list below that we believe will provide significant value to the City.

- Task 0: Project Initiation and Management
- Task 1: Citywide Pavement Condition & Digital Image Collection
- Task 2: Data Entry and Update Existing Pavement Database
- Task 3: Process Data Collection and Calculate PCI
- Task 4: Run Pavement Management Scenarios
- Task 5: Summary Report and Project Documentation
- Task 6: Layer Thicknesses using GPR Technology (Optional)
- Task 7: Pavement Structural Capacity using FWD (Optional)
- Task 8: RoadMatrix PMS Implementation (Optional)

#### 3.2.1 Task 0: Project Initiation and Management

Upon receiving the notice-to-proceed (NTP), Stantec will contact the City project manager to setup a date to kick off the project. The following agenda items will be discussed:

- Finalize the scope of work and condition survey approach.
- Review proposed schedule and budget.
- Discuss the deliverables and their format and compatibility with any systems/software the City uses, e.g., ICON 7.
- Discuss existing and available information that the City will provide to Stantec including GIS Shapefile of the road network and access to the City's ICON 7 Pavement Management Module.
- Discuss the desired frequency, contents and format of project updates and invoicing as part of our hands-on project management approach.

#### 3.2.2 Task 1: Citywide Pavement Condition & Digital Image Collection

##### 3.2.2.1 Background

Stantec proposes the use of our advanced *semi-automated* survey equipment, our Road Tester 3000 (RT3000). The RT3000 collects surface condition data objectively using **downward imaging** technology opposed to windshield/visual assessment. The downward imaging technology minimizes the subjectivity in the collection of the data and allows for a quality control process that will provide pavement condition results that the City can rely on. In addition, the RT3000 collects pavement data at posted speeds, without the need for traffic control. This promotes safety over visual



**Stantec** | City of Fargo RFP # MS-21-A0  
Citywide Pavement Condition Assessment

surveys which besides subjectivity, they typically require a slow-moving vehicle to drive on the shoulder of the road, or even raters walking on the road, which introduces risk to the travelling public and to raters.

In this regard, Stantec's RT3000 data collection vehicle will be used to collect the required condition and assets data. Stantec's RT3000 is a fully mobile solution specifically developed to collect pavement condition data accurately and efficiently. Integrated with lasers, inertial GPS, and high-definition digital imagery, the RT3000 can simultaneously collect pavement profile, rutting, surface distress, roadway geometrics, pavement and ROW imagery, and infrastructure assets on roadways.

##### 3.2.2.2 Surface Distresses

Our Road Tester 3000 (RT3000) simultaneously collects pavement condition, GPS, and digital image data streams. It collects all surface condition data, roughness, rutting, and imagery required. It uses sub-systems for the collection of roughness data, ROW imagery, GPS, as well as the Laser Crack Measuring System (LCMS). The major components of our RT3000 are summarized in the table below, with additional details in the following sections.

System	Data Collected
Laser Crack Measuring System (LCMS)	Pavement Surface Distress Pavement JPEG Images
Roadway Profiler	Profile Data (IRI/Rut)
DMI and GPS	Geo-referenced JPEGs Linear Referencing (road length)
High Resolution Cameras	Right-of-way JPEG images

##### Laser Crack Measuring System (LCMS)

Stantec's LCMS uses laser line projectors, high speed cameras, and advanced optics, to acquire high resolution 3D profiles of the road. This unique 3D vision technology allows for automatic pavement condition assessments of Asphalt Concrete (AC), porous asphalt, chip seal, and Portland Cement Concrete (PCC) surfaces.

The LCMS acquires both 3D and 2D image data of the road surface with 1mm resolution, over a 13-foot lane width, at posted speeds up to 60 mph. This data collection technique does not impact road users as the vehicle travels at posted speeds.



The pavement imagery captured by the RT3000 is subsequently post-processed through Stantec's Imaging Workstation. This system was specifically designed for pavement surface analysis, using both the 3D and 2D pavement imagery components of the LCMS, as well as the collected ROW images. The Imaging Workstation expedites the distress rating process with built-in tools and synchronized images, from multiple cameras. The software is used to detect and analyze cracks, lane markings, ruts, macro-texture, patches, raveling, and potholes. As a result, each distress is **measured**, not estimated, and tagged with a linear reference and corresponding GPS coordinates. The distress data is collected *continuously* and is typically summarized at 100-foot intervals. Other intervals could be specified.



As mentioned above, our team of highly trained rating will categorize, rate, and measure all pavement distress information from the linescan imagery captured in the driven pavement lane. Each distress is *measured*, not estimated, and tagged with a linear reference and corresponding GPS coordinates.

Some surface deficiencies and distresses (e.g., raveling) are best collected using visual assessment. Our fully trained crew will utilize a specialized keyboard to collect these other distresses when applicable. In the RT3000, Stantec employs a real-time event-recording keyboard to capture any distress/attribute information that cannot be assessed accurately by the linescan/LCMS approach. Unlike other vendors, who utilize similar digital collection rating systems (DCRS) as a main component of a windshield style survey, our RT3000 technicians do not evaluate and quantify any cracking distresses while driving the streets. Rating cracking by means of a windshield approach, or non-linescan pavement view imagery, has proven to be more subjective, and can yield inconsistent results from year to year. Given our experience using various technologies, we feel the linescan downward imaging objective data process is the best method to ensure consistency and repeatability of the results.



### 3.2.2.3 Roughness (Ride Quality) and Rutting Survey

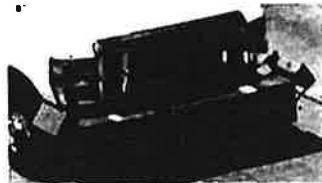
The pavement roughness (longitudinal profile) and rutting (transverse profile) surveys will be completed on Arterial and Collector AC road segments at the same time as the surface distress survey using the RT3000 vehicle. The RT3000 incorporates an *ASTM E950 certified* Class I profiler configured to capture longitudinal profile measurements and International Roughness Index (IRI) values in *both wheel paths*.

The collection of longitudinal profile/roughness data is fully automated. The IRI data is collected continuously and will be summarized at 100-foot intervals. All collected data will be tagged with GPS coordinates and linear referencing measurements.

The specialized profile measurement system, mounted on the front bumper of the RT3000 survey vehicle, employs two sensing devices:

- *Laser Height Sensors* that measure the distance between the vehicle and the pavement surface, while the vehicle is traveling at posted speed or less.
- *Accelerometers* that measure the vertical acceleration of the vehicle as it bounces in response to the pavement surface profile.

The collected roughness data will be processed and summarized in 100-foot intervals, and an average *International Roughness Index (IRI)* will be computed for each roadway section, in the final deliverable table.



Areas prohibiting measurement of IRI (i.e., speed < 15 mph) will be documented and provided with an override value, based on testing performed on adjacent sections of the same road.

The RT3000 will also measure transverse profile and rut depths, using laser-based, height-measuring sensors. All rut data will be processed at 100-foot intervals. Average rut values, for *both wheel paths*, will be provided in the final deliverable table, and the values will be used in the rating criteria used for rutting in the surface distress evaluations.

### 3.2.2.4 Right-of-Way (ROW) Images

Stantec's RT3000 collects the digital imagery using a single high resolution 360° Camera System. Our 360° Camera System is composed of six 5.0-Megapixel cameras mounted on a singular lever activated support, for the collection of individual or panoramic imagery. The resulting image database contains industry standard JPEGs with geo-referenced information.



The High-resolution Right-of-Way (ROW) digital images will be automatically captured during the pavement distress automated survey. The processing of the captured images will be completed to provide the City with time-stamped street view imagery.

The ROW images will be delivered in .jpg format on an external hard with USB 2.0 or 3.0. The images will be delivered in folders named after each Section number, which will be provided in An ESRI GIS Format.



Stantec has also worked with ESRI to develop an Add-in that allows for viewing the images as a virtual video from within GIS.

Each ROW image will be GPS-tagged (Latitude, Longitude and Elevation) and with associated Location Referencing System (LRS) data.

The ROW images will be processed at 18-25 feet intervals. For Arterials and Collectors, the ROW images will be collected in both directions. For Locals, Alleys and on one-way Streets, the ROW images will be collected in a single direction.

### 3.2.3 Task 2: Data Entry and Update Existing Pavement Database

#### 3.2.3.1 Distress Rating Protocols

As per the RFP, and using our RT3000 semi-automated vehicle, the pavement surface distresses will be collected and rated in accordance with ASTM D6433-20 Standards: "standard Practice for Roads and Parking Lots Pavement Condition Index (PCI) Surveys", which includes the flexible (AC) and rigid (PCC) pavement distresses in the following table.

471112-2021 Citywide Pavement Condition Survey List of All Recorded Pavement Distress Types	
<ul style="list-style-type: none"> <li>• Alligator Cracking</li> <li>• Bleeding</li> <li>• Block Cracking</li> <li>• Bumps and Sags</li> <li>• Corrugation</li> <li>• Depression</li> <li>• Edge Cracking</li> <li>• Joint Reflection Cracking</li> <li>• Lane/Shoulder Drop Off</li> <li>• Longitudinal and Transverse Cracking</li> <li>• Patching and Utility Cut Patching</li> <li>• Polished Aggregate</li> <li>• Potholes</li> <li>• Rutting</li> <li>• Shoving</li> <li>• Slippage Cracking</li> <li>• Swelling</li> <li>• Weathering</li> <li>• Raveling</li> </ul>	<ul style="list-style-type: none"> <li>• Blow Up/Buckling</li> <li>• Corner Break</li> <li>• Divided Slab</li> <li>• Durability Crack</li> <li>• Faulting</li> <li>• Joint Seal</li> <li>• Lane/Shoulder Drop Off</li> <li>• Linear Cracking</li> <li>• Patching (Large)</li> <li>• Patching (Small)</li> <li>• Polished Aggregate</li> <li>• Pop outs</li> <li>• Pumping</li> <li>• Punchouts</li> <li>• Scaling</li> <li>• Shrinkage Crack</li> <li>• Spalling Corner</li> <li>• Spalling Joint</li> </ul>

Each defect or distress type is measured based on two components: severity and extent. *Severity* is defined as 'How bad is the defect?' The second component evaluates the *extent* or 'How much is there?' in terms of the quantity of the surface the defect covers. The pavement distress data will be summarized such that there will be a maximum of one record for each distress type and severity combination.

### 3.2.3.2 Data Entry and Database Updates

The condition data will be quality checked and formatted for upload to the City's current ICON 7 Pavement Management Module. We understand that the City will allow a license for the selected consultant to use the ICON 7 software.

Any new sections that were found and rated in the field that are not currently in the City's ICON 7 database will be created and populated with the 2021 condition data in preparation for PCI analysis and budget scenarios analysis.



### 3.2.4 Task 3: Process Data Collection and Calculate PCI

Once the rated condition data (Surface Distress and Ride Quality (IRI) has been uploaded to the City's ICON 7 Pavement Management Module, Stantec will run a present status analysis to calculate the PCI, IRI, and the Composite Condition Index (Composite CI) using similar weights for surface distress and IRI that were used in the 2017 survey cycle.

PCI will be calculated and reported for each road segment as well as for various functional classes and for the entire paved network.

### 3.2.5 Task 4: Run Pavement Management Scenarios

ICON 7 offers different types of performance and budget-based scenarios that can be analyzed on user-defined subsets (e.g., Arterial roads) of the overall network or on the entire network. Stantec will work

closely with the City's project team to select a minimum of eight (8) scenarios to run.

Stantec will work with the City's project team to review and update, if needed, the treatment types, inflation rate and other parameters within the City's ICON 7 database, to ensure reasonable results are obtained.

The effect of various scenarios on the network performance will be compared and presented. This enables the City to select the most efficient scenario for any given amount of funds.

### 3.2.6 Task 5: Summary Report and Project Documentation

A draft PMS report will be prepared and delivered to the City and will contain the following topics as a minimum:

- Executive Summary.
- Summary of Equipment used and Survey Methodology.
- A list of any new roads and/or untested roads, if any, and the reasons.
- PCI and IRI Summary for each street segment and for the network. This information will also be presented on a colored map of City roads.
- Summary of maintenance and rehab treatments and associated costs. This information will also be presented on a colored map of City roads coded by treatment type and for each year of the analysis.
- Summary of parameters used in the ICON 7 analysis to generate work programs.
- A summary of short term (1-5 years) and long term (5-10 years) recommended work programs for each year and for each analysis scenario (a minimum of 8)
- Charts and tables to show and summarize the effect of various analysis scenarios including the effect of postponing or cancelling maintenance on certain streets.
- Conclusions and Recommendations.

The City will have a chance to review the draft report and provide comments. The report will be finalized upon completion of any changes requested by the City reviewers and five (5) hard copies of the final report will be delivered to the City, in addition to electronic version of the performance data including a hard drive with the collected ROW images along with a shapefile that links each set of images to a corresponding pavement segment.



## 7.0 COST PROPOSAL

RFP # MS-21-A0 – Citywide Pavement Condition Assessment

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## COST PROPOSAL FORM

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Total					\$121,300.90

This Proposal is submitted by:

Fadi Jadoun

Printed Name

Signature

Stantec Consulting Services Inc.

Company

April 5, 2021

Date

3133 West Frye Road, Suite 300,  
Chandler, Arizona 85226

Address

(480) 687-6128

Phone

fadi.jadoun@stantec.com

Email Address



**Request for Proposals  
For  
Citywide Pavement Condition Assessment**

**MS-21-A0**

**Proposals Due:**

**April 2, 2021**

**12:00 PM**

Approved:

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City Engineer

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Date

**City of Fargo - Request for Proposals # MS-21-A0**  
**Citywide Pavement Condition Assessment**

The City of Fargo Engineering Department is soliciting proposals from qualified engineering consultants to provide engineering services for the following project:

MS-21-A0 – This project includes gathering the pavement condition data and images for the entire street network in Fargo, ND. The selected consultant will gather the pavement condition for all roadways in the City. Collection of the data will be by automated methods with a Quality Control plan approved by the City. The selected consultant will also process the data and compile a Pavement Condition Index (PCI) score for each segment of roadway in the city. The selected consultant will also provide pavement ratings for various items like distress, cracking, rutting, for the various segments. All assessments and calculations shall comply with ASTM 6433-20. In addition, the consultant will collect digital imagery of approximately 515 centerline miles of roadway as summarized in Table 1.

A complete RFP Package is available to download by clicking the "Quest Construction Data Network" link on the City's Bidding Opportunities website: <http://fargond.gov/work/bids-rfps-rfps>.

Sealed RFP Submittals will be received at:

Office of the City Auditor  
c/o City Hall  
225 4th Street N  
Fargo, ND 58102

All RFQ submittals must be submitted by 12:00 PM, April 2, 2021, at which time the submittals will be opened and reviewed. Late submittals will not be accepted and will be returned unopened to the Offeror.

All RFP submittals must be placed in an envelope securely sealed therein and labeled:  
**"City of Fargo RFP # MS-21-A0 – Citywide Pavement Condition Assessment".**

The proposal format requirements are noted in Section VI of this RFP and, in general, shall consist of a section noting the firms' background, experience, personnel, and specific sections pertaining to each individual project that is covered in the proposal.

The City reserves the right to reject any or all submittals or accept what is, in its judgment, the submittal which is in the City's best interest. The City further reserves the right, in the best interests of the City, to waive any technical defects or irregularities in any and all submittals.

Discussion may be conducted with responsible Offerors, if the submittals are determined to be reasonably acceptable, for purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements.

The criteria set forth in the Instructions to Offerors of Professional Services and any specific criteria listed herein may be considered in judging which submittal is in the best interests of the City. Firms will be selected by a Selection Committee and will be based on the qualifications of the Offerors as well as cost.

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Exhibit 1 – Map of City of Fargo

Cost Proposal Form

Instructions to Offerors of Professional Services

Sample Contract

**I. General**

1. Selected Consultant will be provided with the City's current GIS files, pavement inventory, network segmentation (polygons), and historical information for use on the project.
2. All questions related to this Request for Proposals must be submitted by email to Kevin Gorder ([KGorder@fargond.gov](mailto:KGorder@fargond.gov)).

The question period shall expire at close of business of the date specified in the Project Timetable below. The answers to Offeror's questions will be compiled and posted on the same website used for downloading the RFP, either as an addendum, or as Project Q&A. Offerors shall bear the responsibility for checking the website for Project Q&A. Failure to do so may result in the Offeror not receiving all clarifications necessary to present a responsive Proposal.

Answers to questions will not be given after the date specified below.

3. Proposals shall be submitted to:

Office of the City Auditor  
c/o City Hall  
225 4th Street N  
Fargo, ND 58102

4. Proposals shall be clearly identified and marked as follows:

"City of Fargo RFP # MS-21-A0 – Citywide Pavement Condition Assessment"

5. Evaluation Committee

The proposals will be reviewed by the Evaluation Committee. The Evaluation Committee will include the following representatives:

Brenda Derrig, City Engineer  
Tom Knakmuhs, Assistant City Engineer  
Kevin Gorder, Division Engineer – Engineering Services  
Jason Hoogland, Engineering Tech Supervisor

## II. Schedule

The City reserves the right to modify timelines if necessary.

RFP Available for Viewing	March 3, 2021
Questions Due	March 19, 2021 at 12pm Noon
Answers Due	March 24, 2021 at 12pm Noon
Submittals Due	April 2, 2021 at 12pm Noon
Selection Committee	
Review Proposals	Week of April 5, 2021
Select Finalists	Week of April 5, 2021
Interviews (If needed)	Week of April 12, 2021
Final Selection	Week of April 12, 2021
Commission Approval	April 19, 2021
Notice of Award	April 20, 2021
Completion	August 15, 2021

## III. Evaluation Criteria

### 1. Criteria

The Evaluation Committee will evaluate and validate all qualifying proposals. The proposal evaluation process will permit the Evaluation Committee to identify the proposal that best meets the needs of the City. Selection will rely on the Committee's assessment of the proposal's compliance with the requirements and intent of this Request for Proposals. A 20-minute presentation and a 10-minute interview in a question and answer format may be required for those firms that are ranked highest by the Selection Committee.

The assessment will be based on the following criteria:

#### Points

- 30 Demonstrated competence to meet project requirements based on methods, procedures, equipment, QA/QC procedures, and overall approach to the project.
- 30 Cost of services to be performed.
- 40 Experience of personnel assigned to the project, firm's experience with similar projects, and references.

### 2. Equal Opportunity

The City of Fargo is an equal Opportunity Employer

**IV. Submission Requirements**

Offerors are to submit five (5) copies of the submittal in accordance with the requirements set forth in this Request for Proposals. In addition, one electronic copy shall be provided on a USB drive in pdf format. Late submittals cannot be accepted and will be returned unopened to the Offeror. Proposals shall be concise as possible and limited to 25 printed pages per project submitted. Resumes count as the part of the page limit.

All submittals must have the following sections at a minimum. Failure to do so may result in disqualification.

**1. Introduction**

- a. Firm name and business address, including telephone and fax number.
- b. Year established (include former firm names and year established, if applicable)
- c. Type of ownership and parent company, if any.
- d. Project Manager's name, mailing address, and telephone number, if different from Item 1.
- e. Project Manager's experience.

**2. Administrative Questions**

- a. Who will serve as the Offeror's authorized negotiator?  
Give name, title, address and telephone number of the Offeror's authorized negotiator. The person cited shall be empowered to make binding commitments for the respondent firm.
- b. Provide workload and manpower summary to define Offeror's ability to meet the project timeline.

**3. Summary of Technical Process**

Discuss and clearly explain the methodology that your firm proposes to use to satisfactorily achieve the required services on this project. Include all aspects of technical analysis, projections, advanced technology and software. Address any unique situations that may affect timely, satisfactorily completion of this project. If the City wanted to add a criteria like water main breaks per segment as a criteria for project selection, indicate if that is possible with the proposed software. The software should also be capable of summarizing distress scores for all segments.

**4. Project Staff**

Provide a complete project staff description in the form of a graphic organization chart, a staff summary that addresses individual roles, responsibilities, job title and no more than one-page resumes for all project participants. It is critical that firms commit to particular levels of individual staff members' time to be applied to work on this project. Variance from these commitments must be requested in writing from the City and reviewed/approved in terms of project schedule impact.

The completion of the scope of work in this agreement by the firm must be done without any adverse effect in any way on other contracts that the firm currently has in place with the City.

**5. Similar Project Experience**

Respondents must submit evidence that they have relevant past experience and have previously delivered services similar to the ones required. Each respondent may also be required to show that he has satisfactorily performed similar work in the past and that no claims of any kind are pending against such work. No proposal will be accepted from a respondent who is engaged in any work that would impair his ability to perform or finance this work.

6. References

References of three clients for whom similar work has been completed. Please include contact information for each reference (name, address, phone number and email address).

7. Cost Proposal

Complete the attached Cost Proposal Form in its entirety. All prices shall include integration of collected data into the City's existing pavement management software.

8. Fee Schedule

Provide a fee schedule (different from the Cost Proposal above) that indicates hourly bill rates for each member of the project team. All travel that is specifically requested, and is beyond the normal travel expected to perform the contract, will be reimbursed at the City's rates for per diem, lodging and mileage. Lodging receipts will be required. The fee schedule shall be valid for the duration of the project as specified in the contract and agreed to schedule by the consultant; the fee schedule shall indicate that any additional requested services in addition to those called for in the contract shall be provided on a time and material basis. The mark-up on subs shall be limited to 10 percent.

V. SCOPE OF WORK

**Task 1 - Citywide Pavement Condition & Digital Image Collection**

The selected Consultant will perform an automated, repeatable, Citywide pavement condition of all streets as catalogued in Table 1. Gravel roads will not get rated but will get photos.

**TABLE 1**  
**Centerline Miles**

Class	PCC	AC	Composite	Gravel	Total	Ratings	Photos
Arterial <sup>1</sup>	95.9	21.3	8.2	0.0	125.4	250.8	250.8
Collector <sup>1</sup>	23.9	40.7	1.9	0.0	66.5	133.0	133.0
Local <sup>2</sup>	49.0	235.8	9.9	.7	295.4	294.7	295.4
Alley <sup>2</sup>	6.8	10.2	0.2	12.0	29.2	17.2	29.2
Total	175.6	308.0	20.2	12.7	516.5	695.7	708.4

<sup>1</sup>Arterials and Collectors get ratings and images in both directions. Rutting data required only for AC Arterials and Collectors (124.0 miles).

<sup>2</sup>Locals and Alleys get ratings and images in one direction.

The consultant will be responsible for developing a quality control (QC) procedure to ensure that the pavement condition data is accurate and reproducible. The QC procedure will also verify that the data is accurately entered into the pavement management software. The Consultant should have sufficient experience and staff availability to perform the City-wide pavement condition assessment in a timely manner, in no case after August 15, 2021. The Consultant will provide a technical memorandum documenting the methodology for performing the assessment, and presenting the data collection forms to be used for the assessment. After review by the City and written approval of the methodology, the Consultant will be authorized to proceed with the data collection.



Criteria for data collection are as follows:

- Using a bar of lasers mounted on a testing vehicle, deliver continuous laser-measured roadway cracking and distress data, ride quality data (expressed in terms of the International Roughness Index - IRI), and rutting data (on AC arterials and collectors), summarized on a per segment basis as an overall segment PCI rating. PCI ratings shall be a combination of pavement distress data and ride quality data. Condition survey shall be continuous on the pavement segment being evaluated, not a sampling of the segment.
- Equipment used for rut measurement shall be capable of measuring both wheel track ruts simultaneously.
- With a minimum 5 camera configuration, collect high-quality ground-level ROW digital images along arterial and collector streets at intervals of 18-25 feet in both directions on arterials and collectors, one direction on alleys, local and one-way streets.
- Create and deliver a database and ESRI shape file(s) of the centerlines, images, image locations, pavement condition and ride quality data in the Nad83 State Plane Coordinate system.
- Provide open-source software enabling viewing of all collected data superimposed on a map of the city, providing the ability to “drive” each street viewing multiple images at a time. Training for this software shall be provided by the Consultant.

#### **Task 2 – Process Data Collection and Calculate Pavement Condition Index**

The consultant will use data collected in Task 1 and calculate the Pavement Condition Index (PCI). This calculation shall comply with ASTM D6433-20. The consultant will submit the PCI range prior to calculating the PCI for approval from the City. Preference will be given to the consultant that provides data summaries on more categories than PCI. Data summaries could include distress ranges on the system, rutting on AC roadways, roadway cracking severity summary, etc.

#### **Task 3 - Data Entry and Update Existing Pavement Database**

This task will include entering the City-wide pavement condition data, obtained in Task 1, into the City's existing pavement management software database. In addition, any road segments found which are not included in the City's pavement database shall be added by the Consultant at no additional charge, up to 1% of the pavement network.

#### **Task 4 - Run Pavement Management Scenarios**

The Consultant will utilize the City's updated pavement management ratings to run up to 8 different pavement management scenarios. The City will review the various pavement condition summaries collected during task 1 and 2 and determine scenarios to run. Examples might include what it would take to improve the PCI 5 points for a given roadway classification.

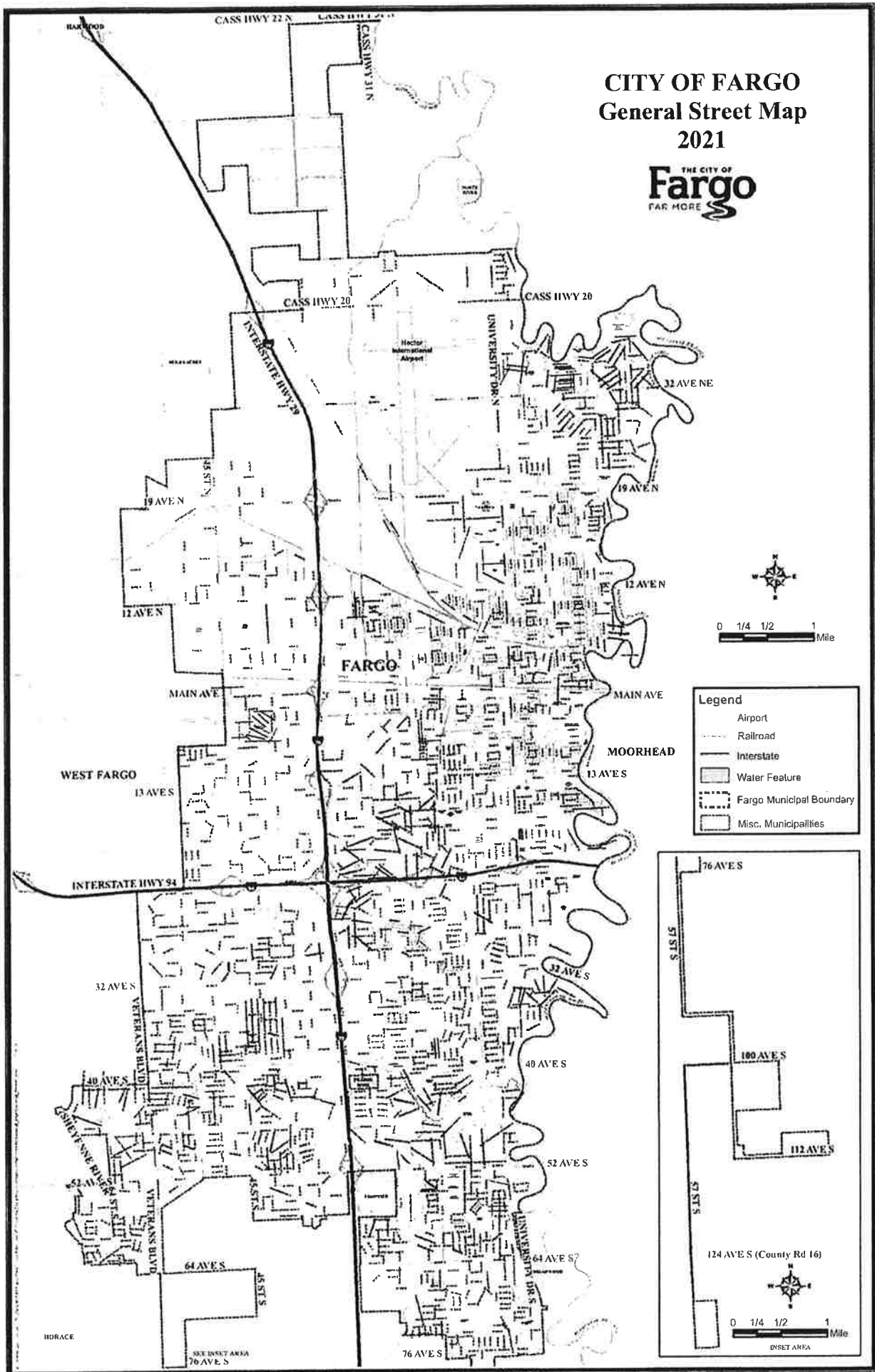
#### **Task 5 - Summary Report and Project Documentation**

Upon completion of Tasks 1 through 4 listed above, the Consultant will provide a draft summary report detailing its findings and conclusions. After review by the City, the Consultant will make all necessary

changes and submit five (5) copies of the final report. In addition, all data collected by the Consultant will be provided to the City in native, electronic format (pdf, excel, word, etc.) and Adobe Acrobat (pdf).

**VI. LOCATIONS**

The attached map (Exhibit 1) shows the limits of the City of Fargo.



## COST PROPOSAL FORM

## Items Included in RFP

Task	Activity	Quantity	Units	Rate	Total
1a	Project Initiation	1	LS		
1b	Field Mobilization/Calibration	1	LS		
1c	Field Data Collection & Processing (w/rutting)	124	MI		
1d	Field Data Collection & Processing (w/o rutting)	571.7	MI		
2	Image Collection, Processing, and Calculate PCI	708.4	MI		
3	Data Entry and Database Updates	1	LS		
4	Run Scenarios	8	EA		
5	Summary Report & Documentation	1	LS		
				Total	

This Proposal is submitted by:

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 Printed Name

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 Signature

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 Address

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 Company

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 Phone

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 Date

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 Email Address

**THE CITY OF FARGO INSTRUCTIONS TO  
OFFERORS OF PROFESSIONAL SERVICES**

1. The City of Fargo invites Professionals to submit sealed Proposals, as more fully described in the Request for Proposals. The following instructions are to assist Offerors in the preparation of their Proposals. The Contract will be executed by the City of Fargo.
2. Before submitting a Proposal, all Offerors shall examine the Contract Documents. The Contract Documents consist of the following documents:
  - A. Request for Proposals (Public Notice and Letters to Potential Offerors).
  - B. Instructions to Offerors.
  - C. Amendments, if any.
  - D. Proposal submitted by Offeror.
  - E. Proposal Bond Forms, if any.
  - F. Qualification Form, if any.
  - G. Notice of Award.
  - H. Agreement.
  - I. Scope of Work, if not set forth in the Request for Proposals.
  - J. Notice to Proceed.
3. Information contained in the Contract Documents, as completed during the contract award process, shall be the basis for the Proposals, and nothing shall be deemed to change or supplement this basis except for Amendments issued by the City of Fargo.
4. The City of Fargo reserves the right to reject any or all Proposals or accept what is, in its judgment, the best Proposal. The City further reserves the right to waive any technical defects or irregularities in any and all Proposals submitted, and to negotiate contract terms with the Successful Offeror. The City reserves the right to disregard all nonconforming, non-responsive or conditional Proposals. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. The City Engineer or designees may waive minor informalities that do not affect responsiveness, are merely a matter of form or format, do not change the relative standing or otherwise prejudice other offers, do not change the scope or meaning of the Request for Proposals, and insignificant, negligible, or immaterial in nature, or do not reflect a material change in the work. The City reserves the right to reject a Proposal of an Offeror determined to be not responsible, and further reserves the right to refuse to make an award if it determines it to be in its best interests.
5. The cost of Proposal preparation shall be borne solely by the persons or entities submitting Proposals.
6. An individual authorized to bind the Offeror to the provisions of the Request for Proposals must sign all Proposals.
7. Offerors must disclose any instances where the firm or any individuals working on the Proposal has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the City of Fargo). The City reserves the right to cancel the award if any interest disclosed from any source could give the appearance of a conflict or cause speculation as to the objectivity of the Offeror's Proposal.
8. By signature on the Proposal, Offeror certifies it is in compliance with the laws of the State of North Dakota, all applicable local, state and federal laws, applicable portions of the Civil Rights Act of 1964, the Equal Employment Opportunity Act and regulations, the American with Disabilities Act and regulations, and that the Proposal was independently arrived at, without collusion.

9. The following procedures or steps shall be followed after the issuance or publication of Request for Proposals:
- A. Refer to the Request for Proposals to determine if a pre-Proposal conference will be scheduled, and if so, where and when. If a pre-Proposal conference is scheduled, attendance at the pre-Proposal conference is mandatory unless prior authorization is given by the City. The costs of attendance at a pre-Proposal conference shall be borne entirely by the Offeror.
  - B. Refer to the Request for Proposals to determine how complete Proposal Packages may be obtained.
  - C. Before submitting a Proposal, each Offeror must (a) examine the Contract Documents thoroughly, (b) visit the site, if any, to familiarize her/himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize her/himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect costs, progress or performance of the Work; (d) familiarize her/himself with the unique weather conditions of the City of Fargo and surrounding area that may affect costs, progress or performance of Work; and (e) study and carefully correlate Offeror's observations with the Contract Documents.
  - D. Refer to the Request for Proposals for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by the City of Fargo or a consultant in preparing any Drawings or Specifications. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting her/his Proposal each Offeror will, at her/his own expense, make such additional investigations and tests as the Offeror may deem necessary to determine her/his Proposal for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
  - E. Refer to the Request for Proposals to determine the place, date, and time for delivering sealed Proposals for this project.
  - F. Proposals shall be received at the time and place indicated in the Request for Proposals and shall be in a sealed envelope, clearly marked with the Project title and name and address of the Offeror and accompanied by the Proposal Security referenced below, if required, and other required documents. Offerors must submit five copies of its Proposal. Proposals will not be publicly read at the opening. If the Proposal is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "PROPOSAL ENCLOSED" on the face thereof. Offerors assume the risk of the method of dispatch selected. Postmarking by the due date will not substitute for actual Proposal receipt. Proposals received after the deadline will be rejected. Proposals submitted orally, by facsimile machine (FAX), or other telecommunication or electronic means will not be accepted or considered.
  - G. Refer to the Request for Proposals to determine if Proposal Security shall be required for this project. If a Proposal Security is required then each proposal must be accompanied by Proposal Security made payable to the City of Fargo, in an amount of five percent (5%) of the maximum Proposal price and in the form of a certified or bank check or a Proposal Bond issued by a Surety.

The Proposal Security of the Successful Offeror will be retained until such Offeror has executed the Agreement and furnished the required Payment and Performance Bonds, if any are required by the Request for Proposals, whereupon it will be returned; if the Successful Offeror fails to execute and deliver the Agreement and furnish the require Performance and Payment Bonds, if any are required, within fifteen (15) days of the Notice of Award, the City of Fargo may annul the Notice of Award and the Proposal Security of that Offeror shall be forfeited. The Proposal Security of any Offeror whom the City of Fargo believes to have a chance of receiving the award may be retained by the City of Fargo until the earlier of the seventh day after the "effective date of

the Agreement" (which term is defined in the General Conditions) or the sixty first (61) day after the Proposal opening. Proposal Security of other Offerors will be returned within seven (7) days of the Proposal opening.

- H. Refer to the Request for Proposals for any Proposal Forms that may be required to be completed as part of the Proposal. Proposal Forms, if any are required, must be completed in ink or by a printer/typewriter. The Proposal price must be stated in words and numerals; in case of a conflict, words will take precedence. Proposals by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature. Proposals by partnerships must be executed in the partnership named and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- I. Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the opening of Proposals. If, within twenty four (24) hours after Proposals are opened, any Offeror files a duly signed written notice with the City of Fargo and promptly thereafter demonstrates to the reasonable satisfaction of the City of Fargo that there was a material and substantial mistake in the preparation of her/his Proposal, the Offeror may withdraw her/his Proposal. The City may retain the Proposal Security, if one was required. Thereafter that Offeror shall be disqualified from submitting a Proposal.
- J. At the place, date and time fixed for opening Proposals, all Proposals received prior to that time shall be opened and reviewed. Proposals must remain open and valid for at least 90 days from the deadline specified for submission of Proposals. In the event award is not made within 90 days, the City will send a written request to Offerors deemed susceptible for award asking Offerors to hold their price firm for a longer specific period of time. The City may, in its sole discretion, release any Proposal and return the Proposal Security prior to that date.
- K. The City shall then evaluate each Proposal in the best interests of the City of Fargo. The Proposals shall be evaluated to determine which are the most advantageous to the City of Fargo taking into consideration price and any factors set forth in the Request for Proposals.
- L. Prior to accepting a Proposal, the City may decide to interview one or more Offerors to negotiate final contract terms for inclusion in the Agreement.
- M. To demonstrate qualifications to perform the Work, each Offeror must be prepared to submit within five (5) days of a request, financial data, previous experience or evidence of authority to conduct business in the state of North Dakota.
- N. Upon determining the Successful Offeror, the City of Fargo shall send to the Successful Offeror a Notice of Award notifying the recipient of the City's acceptance of the Offeror's Proposal, subject to the City Administrator or City Commission approval of the Contract Documents. The Notice of Award to the presumptive Successful Offeror shall include three (3) unexecuted copies of the Agreement with instructions to execute and return the same to the City within ten (10) days or risk having their Proposal declared abandoned. If the proposed Agreement shall be for an amount in excess of \$15,000.00, the City Commission at its next regularly scheduled meeting following receipt by the City of the duly executed copies of the Agreement shall be asked to consider approval of the Agreement and authorize the Mayor of the City of Fargo to execute the same. If the proposed Agreement shall be in an amount equal to or less than \$15,000.00 the appropriate Department Head shall be asked to consider approval of the Agreement by executing the same.
- O. Upon receipt of all documents required by the Notice of Award and upon approval of the Agreement by the

City Commission or appropriate Department Head, the Successful Offeror shall be sent a Notice to Proceed along with a copy of the Agreement duly executed by the City of Fargo.

10. All purchases of supplies, construction or building materials shall not include Federal Excise Taxes or North Dakota State or local sales or use taxes. The City of Fargo's State of North Dakota tax exempt number is E-4168. The City of Fargo's Federal Tax Identification Number is 45-6002069.
11. All Proposals and other material submitted become the property of the City and may be returned only at the City's option. All Proposals and related information, including detailed cost information, are exempt records and will be held in confidence until an award is made, in accordance with North Dakota Open Records Laws.

Offerors may make a written request that trade secrets and other proprietary data contained in the Proposal be held confidential. Material considered confidential by the Offeror must be clearly identified, and the Offeror must include a brief statement that sets of the reason for the confidentiality. After award, Proposals will be subject to the North Dakota Open Records Laws.

12. There are specific indemnity and insurance requirements which the Successful Offeror must comply with prior to the start of Work for the Project. These requirements are set forth in detail in the Agreement. Objections to any of the provisions of the Indemnification and Insurance Requirements must be made in writing by the time and date set for receipt of questions. The Successful Offeror must obtain the required insurance coverage and provide proof of coverage as a condition of the Agreement. Failure to provide evidence of required insurance coverage is a material breach and grounds for withdrawal.
13. The submission of a Proposal constitutes an incontrovertible representation by the Offeror that s/he has complied with every requirement of these instructions and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.
14. Refer to the Request for Proposals for the identity of the City of Fargo's project managers who will coordinate all aspects of the selection process. All questions about the meaning or intent of the Contract Documents shall be submitted to the project managers in writing. Replies will be compiled and posted on the same website used for downloading the Request For Proposal, either as an addendum delivered to all parties recorded by the project managers as having received a Proposal Package, or as *Project Q&A*. Offerors shall bear the responsibility for checking the website for *Project Q&A*, which will only be visible if there are any questions answered. Failure to do so may result in the Offeror not receiving all clarifications necessary to present a responsive Proposal. Only questions answered by formal written Addenda or in *Project Q&A* will be binding. Oral and other interpretations or clarifications will be without legal effect.
15. In order to determine if a Proposal is reasonably susceptible for award, communication by the project manager are permitted with an Offeror to clarify uncertainties or eliminate confusion concerning the contents of the Proposal and determine responsiveness to the Request for Proposals. Clarifications may not result in a material or substantive change to the Proposal. After receipt of Proposals, if there is a need for any substantial clarification or material change in the Request for Proposals, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended Proposals.
16. After completion of award negotiations, the City Engineer or designee will issue a written Notice of Intent to Award and send copies to all Offerors. The Notice of Intent to Award will set out the names and addresses of all other Offerors and identify the Proposal selected for award. The scores and placement of other Offerors will not be part of the Notice of Intent to Award.
17. Successful Offerors may not assign, in whole or in part, the Contract without the written consent of the City of Fargo.



### AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement made and entered on this \_\_\_\_ day of \_\_\_\_\_, 2019 between the CITY OF FARGO, North Dakota, ("City") and \_\_\_\_\_ ("Consultant") for services to be provided to City in furtherance of its development of Project # \_\_\_\_.

1. **Scope of Work.** Consultant shall perform in a competent and professional manner the Scope of Work included in the Request for Proposals for Services located in the Engineering Department, City of Fargo, for Project # \_\_\_\_ and in Exhibit A attached hereto, both of which are incorporated herein and made a part of this Agreement.
2. **Acceptance and Completion.** Consultant shall commence work immediately upon receipt of a written Notice to Proceed from the City. Services initiated by Consultant prior to execution of this Agreement are done so at Consultant's risk. Acceptance of this Agreement is required by the Board of City Commission of the city of Fargo. The parties anticipate that all work pursuant to this Agreement shall follow the timeframe laid out with the Request for Proposals. Upon request of the City, Consultant shall submit, for the City's approval, a schedule for the performance of Consultant's services which shall be adjusted as required as the project proceeds, and which shall include allowances for periods of time required by the City's project engineer for review and approval of submissions and for approvals of authorities having jurisdiction over the project. This schedule, when approved by the City, shall not, except for reasonable cause, be exceeded by the Consultant.
3. **Change Orders.** City may request changes to the Scope of Work by altering or adding to the Services to be performed. Consultant will provide a contract amendment setting out the fees for the requested change. City shall accept Consultant's reasonable offer in writing, and as approved by the Board of City Commission of the city of Fargo.
4. **Payment.** City shall pay Consultant for all work performed. Consultant shall submit, at least monthly, invoices for work performed. Payment is due within 45 days after receipt of invoice. City shall notify Consultant if it objects to any portion of the charges within 20 days from receipt of the Consultant's invoice, but shall timely pay the undisputed portion. It is the Consultant's responsibility to determine whether federal, state, or local prevailing wage requirements apply.
5. **Assignment.** This Agreement may not be assigned by the City or Consultant without the prior written consent of the other party.
6. **Termination.** This Agreement may be terminated by either party upon fifteen (15) days written notice should the other party fail to perform in accordance with the terms hereof, provided such failure is not cured within such fifteen (15) day period. City may terminate this Agreement for convenience at any time, in which event Consultant shall be compensated in

accordance with the terms hereof for Services performed and reimbursable expenses incurred prior to its receipt of written notice of termination from City.

7. **Third Party Reliance.** The services provided for hereunder are for the City's sole benefit and exclusive use with no third party beneficiaries intended.
8. **Ownership of Documents.** Consultant's work product reimbursed by the City, including all data, documents, results, ideas, developments, and inventions that Consultant conceives or developed in the course of its performance under this Agreement shall be the City's property, unless otherwise agreed.
9. **Independent Contractor Status.** It is expressly acknowledged and understood by the parties that nothing contained in this agreement shall result in, or be construed as establishing an employment relationship. Consultant shall be, and shall perform as, an independent contractor who agrees to use his or her best efforts to provide the services to the City. Consultant shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, subcontractors and agents.
10. **Indemnification.** Consultant agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, to the extent such injury, loss, or damage is caused by the negligent act, omission, error, professional error, mistake, negligence, or other fault of the Consultant, any subcontractor of the Consultant, or any officer, employee, representative, or agent of the Consultant or of any subcontractor of the Consultant, or which arises out of any workmen's compensation claim of any employee of the Consultant or of any employee of any subcontractor of the Consultant. The Consultant agrees to investigate, handle, respond to, and to provide defense for and defend against (except in the case of professional liability claims), any such liability, claims or demands at the sole expense of the Consultant, or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands. City agrees to indemnify and hold harmless Consultant, its officers, employees, insurers, from and against all liability, claims and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, to the extent such injury, loss, or damage is caused by the negligent act, omission, error, professional error, mistake, negligence, or other fault of the City. In the event claims,

losses, damages, or expenses are caused by the joint or concurrent negligence of City and Consultant, they shall be borne by each party in proportion to its negligence.

11. **Professional Liability Insurance.** Consultant shall maintain in full force and effect until at least three years subsequent to completion of the Services professional liability insurance covering the performance of the Services. Insurance shall be on a "claims made" basis and in the amount of at least \$1,000,000.
12. **Workers Compensation Insurance.** Consultant shall maintain workers compensation insurance with following limits or with the minimum limits required by law, if greater:
 

Coverage A:	Statutory		
Coverage B:	\$1,000,000	Bodily Injury by accident	Each accident
	\$1,000,000	Bodily Injury by disease	Policy limit
	\$1,000,000	Bodily Injury by disease	Each employee
13. **General Liability Insurance.** Consultant shall maintain general liability insurance with coverage to include: Premises/Operations, Completed Operations and Contractual Liability (to cover the indemnification provision in paragraph 10 of this Agreement). Limits of coverage shall not be less than:
 

\$2,000,000	Per occurrence
\$2,000,000	Aggregate
14. **Automobile Insurance.** Consultant shall maintain automobile liability insurance to include all owned autos (private passenger and other than private passenger), hired and non-owned vehicles. Limits of coverage shall not be less than:
 

\$2,000,000	Per occurrence
-------------	----------------
15. **Evidence of Insurance.** The above insurance shall be maintained in companies lawfully authorized to do business in North Dakota and which are reasonably acceptable to City. Consultant shall furnish City with certificates reflecting such insurance (ACORD form or equivalent) to be in force as long as this agreement remains in effect and providing that said insurance will not be canceled or its limits reduced by endorsement without at least 30 days prior written notice to City.
16. **Consequential Damages.** North Dakota law governs claims for consequential damages.
17. **Entire Agreement.** The terms and conditions set forth herein, the RFP, the Instructions to Offerors of Professional Services, and any document referenced herein constitute the entire

understanding of the parties relating to the provision of services by Consultant to City. This Agreement may be amended only by a written instrument signed by both parties.

18. **Severability.** Should a court of law determine that any paragraph of this Agreement is invalid, all other paragraphs shall remain in effect.
19. **Statute of Limitations.** Causes of action arising out of Consultant's services shall be governed by the applicable statute of limitations.
20. **Dispute Resolution.** Consultant and City will exercise good faith efforts to resolve disputes through a mutually acceptable Alternative Dispute Resolution process. Nothing prevents the parties from pursuing litigation in an appropriate State or Federal court.
21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of North Dakota.
22. **Force Majeure.** Neither party shall be liable for damages or deemed in default of this Agreement and any Authorization for Services hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions,

earthquakes, floods, adverse weather conditions, union activity, strikes or lock-outs, and changes in laws, statutes, regulations, or ordinances.

23. **Notice.** Any written notices as called for herein may be hand delivered to the respective persons and/or addresses listed below or mailed by certified mail return receipt requested, to:

City:  
City Auditor  
City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, North Dakota 58102

Consultant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement.

ATTESTED BY:

CITY OF FARGO, NORTH DAKOTA:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Consultant:

WITNESSED BY:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

5/1/2021

DATE (MM/DD/YYYY)

4/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> <table style="width: 100%;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Berkshire Hathaway Specialty Insurance Company</td> <td>22276</td> </tr> <tr> <td><b>INSURER B:</b> Travelers Property Casualty Co of America</td> <td>25674</td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Berkshire Hathaway Specialty Insurance Company	22276	<b>INSURER B:</b> Travelers Property Casualty Co of America	25674	<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															
<b>INSURED</b> 1415077 STANTEC CONSULTING SERVICES INC. 370 INTERLOCKEN BLVD SUITE 300 BROOMFIELD CO 80021-8012															

**COVERAGES** **CERTIFICATE NUMBER:** 14193567 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>CONTRACTUAL/CROSS</b> <input checked="" type="checkbox"/> <b>XCU COVERED</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	47-GLO-307584	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B B B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	TC2J-CAP-8E086819 (AOS) TJ-BAP-8E086820 TC2J-CAP-8E087017 (NJ)	5/1/2020 5/1/2020 5/1/2020	5/1/2021 5/1/2021 5/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	47-UMO-307585	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TC2J-UB-8E08592 (AOS) TRJ-UB-8E08593 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2020 5/1/2020	5/1/2021 5/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) TO WHOM IT MAY CONCERN.

**CERTIFICATE HOLDER**
**CANCELLATION**

<b>14193567</b> TO WHOM IT MAY CONCERN	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

10/1/2021

DATE (MM/DD/YYYY)

9/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>  <table style="width: 100%;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Berkshire Hathaway Specialty Insurance Company</td> <td>22276</td> </tr> <tr> <td>INSURER B : AIG Specialty Insurance Company</td> <td>26883</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Berkshire Hathaway Specialty Insurance Company	22276	INSURER B : AIG Specialty Insurance Company	26883	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															
<b>INSURED</b> 1414100 STANTEC CONSULTING SERVICES INC. 370 INTERLOCKEN BOULEVARD, SUITE 300 BROOMFIELD CO 80021-8012															

**COVERAGES**      **CERTIFICATE NUMBER:** 14181323      **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COM/OP AGG \$ XXXXXXXX \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Professional Liab	N	N	47-EPP-308810 NO RETROACTIVE DATE	10/1/2020	10/1/2021	\$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS
B	Contractors Pollution Liab			CPO8085428	10/1/2019	10/1/2021	\$3,000,000 PER LOSS/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

14181323

TO WHOM IT MAY CONCERN

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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April 23, 2021

Board of City Commissioners  
City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**Re: Farm Lease Agreement – 5636, 5638, 6054 & 6056 Veterans Blvd S**

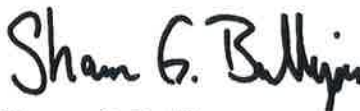
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Farm Lease Agreement with Chad Johnson and Kyle Johnson. An agreement has been reached and at this time, we are requesting approval of the Farm Lease Agreement. The Farm Lease Agreement has been reviewed and the City Engineer's office recommends approval.

**RECOMMENDED MOTION:** I/we hereby move to approve and accept the Farm Lease Agreement with the **Chad Johnson and Kyle Johnson** and that the Mayor be instructed to execute the same on behalf of the City of Fargo.

Please return the signed original.

Respectfully submitted,



Shawn G. Bullinger  
Land Acquisition Specialist

C: Nathan Boerboom  
Nancy J. Morris



**FARM LEASE**  
**(Oak Grove)**

**THIS LEASE**, made and entered on the date set forth hereinafter, by and between **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, 225 4<sup>th</sup> Street North, Fargo, ND 58102, herein referred to as "Lessor", and Chad Johnson and Kyle Johnson, 383 Hwy 9 North, Glyndon, MN 56547, herein referred to as "Lessee" whether one or more.

Lessor demises and lets to Lessee to occupy and to use for agricultural purposes and for no other purposes, property comprising approximately one hundred thirty-two (132) acres located on the following described parcel, and as shown in Attachment A:

All that part of the Northwest Quarter (NW¼) of Section Four (4), Township One Hundred Thirty-eight (138) North, Range Forty-nine (49) West of the Fifth Principal Meridian, Cass County, North Dakota, lying South and East of Cass County Drain No. 27,

LESS: That part of the Northwest Quarter of Section 4, Township 138 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, described as follows:

Beginning at the northeast corner of said Northwest Quarter; thence South 01 degree 56 minutes 40 seconds East along the east line of said Northwest Quarter a distance of 439.68 feet; thence South 88 degrees 03 minutes 08 seconds West to a point on a line lying parallel with and 205.00 feet southeasterly, as measured at right angles, of the southeasterly line of AUSTIN'S SUBDIVISION, according to the recorded plat thereof; thence South 55 degrees 59 minutes 16 seconds West along said parallel line a distance of 2619.13 feet to a point on a line lying 200.00 feet east of and parallel with the west line of said Northwest Quarter; thence North 02 degrees 01 minute 05 seconds West along said parallel line a distance of 241.72 feet to a point on the southeasterly line of said AUSTIN'S SUBDIVISION; thence North 55 degrees 59 minutes 16 seconds East along the southeasterly line of said AUSTIN'S SUBDIVISION a distance of 2751.94 feet; thence northeasterly 151.99 feet along a tangential curve concave to the northwest having a radius of 150.00 feet along the southeasterly line of said AUSTIN'S SUBDIVISION to a point on the north line of said Northwest Quarter; thence North 87 degrees 55 minutes 49 seconds East along the north line of said Northwest Quarter a distance of 11.42 feet to the northeast corner thereof, the point of beginning.  
and,

That part of the Northwest Quarter of Section 4, Township 138 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota described as follows:

Beginning at the most southerly corner of AUSTIN'S SUBDIVISION, according to the recorded plat thereof; thence North 55 degrees 59 minutes 16 seconds East along the southeasterly line of said AUSTIN'S SUBDIVISION a distance of 235.82 feet; thence South 02 degrees 01 minute 05 seconds East parallel with the west line of said Northwest Quarter a distance of 241.72 feet to a point on a line lying parallel with and 205.00 feet southeasterly, as measured at right angles, of the southeasterly line of said AUSTIN'S SUBDIVISION; thence South 55 degrees 59 minutes 16 seconds West along said parallel line a distance of 182.32 feet; thence southwesterly 55.68 feet along a tangential curve concave to the southeast having a radius of 470.00 feet to a point on the west line of said Northwest Quarter; thence North 02 degrees 01 minute 05 seconds West along the west line of said Northwest Quarter a distance of 245.60 feet to the most southerly corner of said AUSTIN'S SUBDIVISION, the point of beginning.  
Tract Two: The Southwest Quarter (SW¼) of Section Four (4), Township One Hundred Thirty-eight (138) North, Range Forty-nine (49) West of the Fifth Principal Meridian, Cass County, North Dakota,

together with all hereditaments and appurtenances belonging thereto (the "Property").

II.

The term of the lease shall be for the farming season of 2021. That the term of this lease shall commence on the date set forth hereinafter and shall expire one (1) year.

III.

Lessee agrees to pay Lessor, payable all in cash on the date of the lease hereof, the sum of Fifteen Thousand Eight Hundred Forty Dollars (\$15,840), based on a rental rate of One Hundred Twenty Dollars per Acre (\$120/ac.).

IV.

Except as otherwise provided in special conditions set forth hereinafter, Lessee agrees to make a reasonable effort to return the above-described property at the termination of this lease in a plowed condition.

V.

Lessee agrees to furnish the property and services, and to pay any and all items of expense related to farming including, but not limited to, all the machinery, equipment and labor necessary to farm the premises properly; all fertilizer and chemical; all seed; and any necessary insurance, workforce safety insurance coverage, or crop insurance. The Lessee is not the agent of Lessor. There is to be no employer-employee relationship between the Lessor and Lessee or the Lessee's employees.

VI.

In addition to the agreements covered by the foregoing sections of this lease, Lessee further agrees as follows:

- a. To faithfully cultivate the farm in a timely, thorough, good and appropriate manner.
- b. To keep any and all fences, tree rows, and other improvements on the property in as good repair and condition as they are at the commencement of this lease, or in as good repair and condition as may be put by Lessor during the term of this lease, ordinary wear, loss by fire or unavoidable destruction excepted.
- c. To keep open ditches, grass waterways, and drainage ditches. All ditches and drainage ditches shall be maintained by Lessee in their present condition. Lessee at its own cost shall keep said ditches or drainage ditches open whether or not blockage of the same may be caused by erosion of soil due to Lessee's negligence. Lessee may also accomplish, at its own cost, any additional drainage work deemed necessary.
- d. To prevent all unnecessary waste, or loss, or damage to the property of Lessor.
- e. Not to assign this lease or sublet any part of the premises without the prior written consent of Lessor.
- f. Not to allow noxious weeds to go to seed on the premises, but destroy them and to keep trimmed and mowed the weeds and grasses on the roads adjoining the leased premises. Lessee agrees to conduct a good and sufficient weed control program on the acreage at the Lessee's own expense.

VII.

That the Lessee shall not do, or fail to do, any act or thing which shall adversely affect the acreage allotments pertaining to the above-described premises as set up by the United States Department of Agriculture or other government program, it shall be entitled to receive all of the payment resulting from each participation.

VIII.

That the Lessee shall receive the whole of the crops to be raised in and upon the above-described premises during the term hereof.

IX.

Lessor reserves the right of itself, its agents, employees or prospective buyers, to enter upon the leased premises at any reasonable time for the purpose of viewing the same or making repairs or improvements thereon, provided that such entry and activity shall not interfere with Lessee's occupancy. In the event Lessee abandons the subject property or otherwise breaches this agreement, then, and in that event, Lessor shall have the right to reenter the demised premises without terminating this lease and relet the demised premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may be advisable. All rentals received by the Lessor from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such reletting, including but not limited to brokerage fees and attorneys fees; third, to the payment of unpaid rent hereunder; and the remainder, if any, shall be held by Lessor and applied in payment of future rents as the same may become due and payable hereunder. If such rentals received from such reletting during the remaining term of the lease be less than that to be paid during the term of the lease by Lessee hereunder, Lessee, upon demand shall immediately pay any such deficiency to Lessor. No such re-entry or taking possession of the demised premises by Lessor shall be construed and an election on its part to terminate this lease unless a written notice of such intention is given to Lessee or unless the termination thereof shall be decreed by a court of competent jurisdiction.

X.

The parties agree that time shall be of the essence hereof, and that the provisions of this agreement shall extend to and be binding upon the successors, heirs, administrators, executors and assigns of the parties hereto.

XI.

The Lessee agrees to indemnify and hold harmless the Lessor from any claims or liability arising from Lessee's use and possession of the property.

XII.

Failure of Lessor to insist upon strict performance of any of the terms and/or conditions of this lease shall not be deemed as a waiver of any rights or remedies for any subsequent breach or default in these terms and/or conditions. This lease may be changed or modified only by written agreement signed by all parties. In no event may this lease be changed or modified orally.

XIII.

All payments not made when due shall draw interest at the rate of twelve percent (12%) per annum provided that said rate shall only apply to the extent not deemed

usurious, it being understood and agreed that the rate of interest shall be the maximum rate under North Dakota usury laws, not to exceed twelve percent (12%) per annum.

XIV.

The Lessee agrees that any chemicals, fuel, fertilizer, or other hazardous materials used on the property shall be used in full compliance with the instructions or application labels furnished with the materials and in compliance with all federal, state and other laws or regulations regulating the usage of these materials. The Lessee agrees that no such materials shall be stored or disposed of on the property without the prior written consent of the Lessor. The Lessee shall be responsible for any damages resulting from Lessee's usage of such materials on the subject property and agrees to indemnify and hold harmless Lessor in the event of any claim resulting from such damage.

XV.

In the event of Lessee's default in performing any of the duties agreed to in this lease, Lessor shall have the right to collect from Lessee, to the extent allowed by law, all the costs reasonably incurred in enforcing this lease, including, but not limited to, attorney's fees, seeding, plowing, cultivation costs, chemical application and ditch maintenance.

XVI.

Lessor and Lessee specifically understand and agree that this agreement shall be void and of no further effect if the land shall be sold by Lessor during the term hereof provided, however, that if such sale occurs at a time when spring planting has already occurred, the lease shall remain in effect for that portion of the property that has been seeded for the remainder of that particular crop year. If spring planting has not occurred at the time of sale by Lessor, but Lessee has applied any chemicals or fertilizer, Lessee shall recover only the actual documented cost of purchasing said chemical or fertilizer. No costs of application of such chemical or fertilizer shall be allowed.

Dated: 4/21/2021 LESSOR:

CITY OF FARGO,  
a North Dakota municipal corporation

By: \_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

ATTEST:

\_\_\_\_\_  
Steve Sprague, City Auditor

Dated: \_\_\_\_\_ LESSEE:

Chad Johnson  
Chad Johnson

Kyle Johnson  
Kyle Johnson

Dated: \_\_\_\_\_ LESSOR:

CITY OF FARGO,  
a North Dakota municipal corporation

By: \_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

ATTEST:

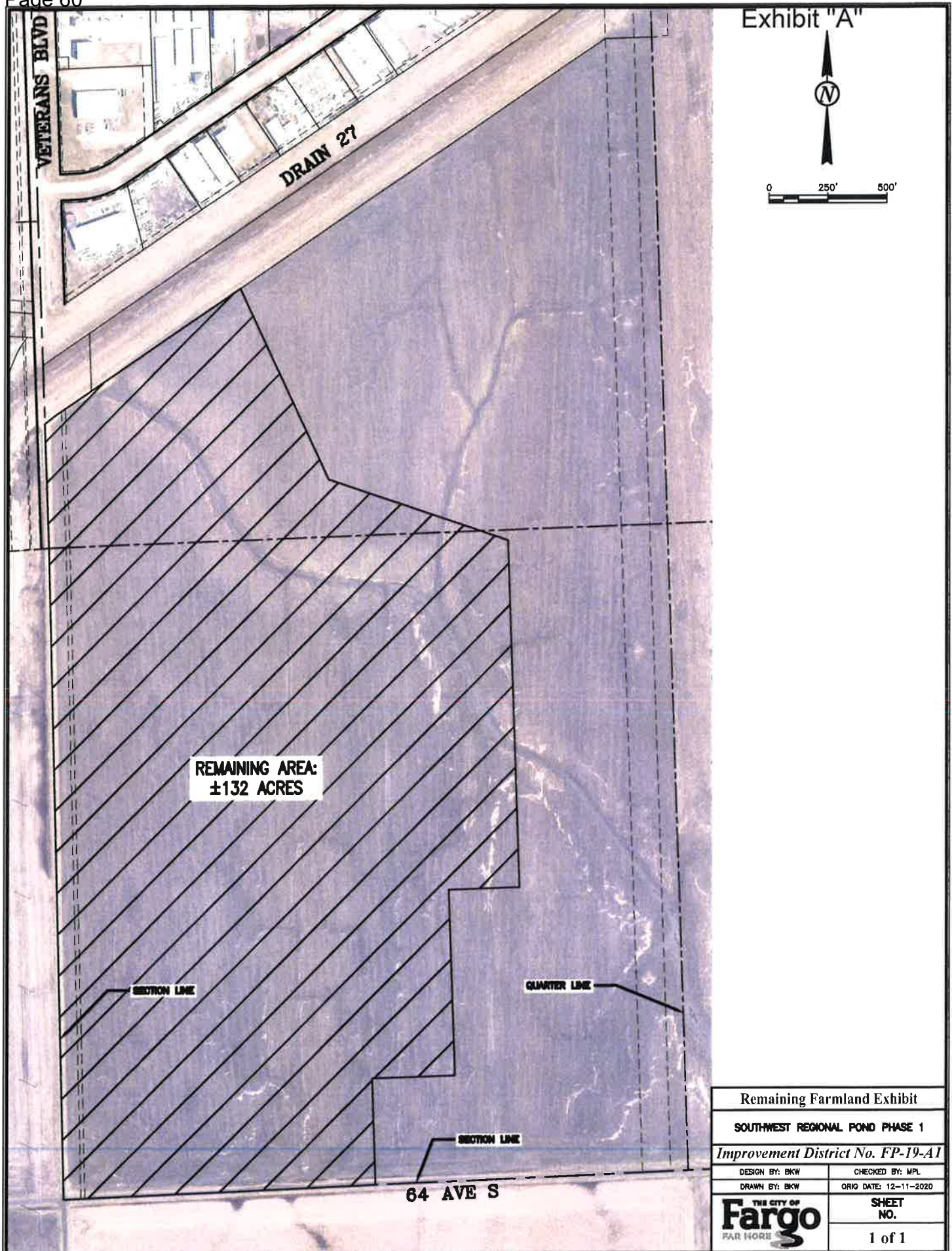
\_\_\_\_\_  
Steve Sprague, City Auditor

Dated: \_\_\_\_\_ LESSEE:

\_\_\_\_\_  
Chad Johnson

\_\_\_\_\_  
Kyle Johnson





Remaining Farmland Exhibit	
SOUTHWEST REGIONAL POND PHASE 1	
Improvement District No. FP-19-A1	
DESIGN BY: BKW	CHECKED BY: MPL
DRAWN BY: BKW	ORIG DATE: 12-11-2020
<b>THE CITY OF</b> <b>Fargo</b> <small>FAR MORE</small>	SHEET NO.
	1 of 1





April 29, 2021

Board of City Commissioners  
City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**Re: Memorandum of Offer to Landowner  
Permanent & Temporary Easements - Project #FM-19-E**

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Purchase Agreement for the acquisition of a temporary easement, permanent easement & fee acquisition in association with Project #FM-19-E. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize the purchase of a temporary easement, permanent easement & fee acquisition from **John S. Peterson & Shirley J. McCaslin** in association with Project #FM-19-E and that the Mayor is instructed to execute the Purchase Agreement on behalf of the City of Fargo.

Please return the signed original.

Respectfully submitted,

Shawn G. Bullinger  
Land Acquisition Specialist

C: Nancy J. Morris  
Nathan Boerboom

**PURCHASE AGREEMENT**

THIS AGREEMENT, made and entered into this 29 of April, 2021, by and between **JOHN S. PETERSON AND SHIRLEY J. MCCASLIN REVOCABLE TRUST**, hereinafter called "Seller", whether one or more, and the **CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, hereinafter called "Buyer" or "City".

**WHEREAS**, Seller is the owner of the following described property:

That part of Lot 7, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the northwest corner of said Lot 7; thence South 23°07'28" West, along the westerly line of said Lot 7, for a distance of 5.06 feet; thence South 73°21'10" East for a distance of 41.63 feet; thence South 70°51'07" East for a distance of 38.73 feet to a point of intersection with the easterly line of a tract of land described in said Document No. 1472797, on file at the Cass County Recorder's Office; thence North 23°07'28" East, along the easterly line of said tract described in Document No. 1472797, for a distance of 4.01 feet to the northeast corner of said tract described in Document No. 1472797, thence North 71°24'02" West, along the northerly line of said Lot 7, for a distance of 80.25 feet to the point of beginning.

Said tract contains 328 square feet, more or less.

**WHEREAS**, Buyer desires to purchase Seller's above described property in fee;

and

**WHEREAS**, Seller is also the owner of the following described properties which

City desires to purchase the identified property interests:

**Permanent Easement:**

That part of Lot 7, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 7; thence South 23°07'28" West, along the westerly line of said Lot 7, for a distance of 5.06 feet to the true point of beginning; thence South 73°21'10" East for a distance of 41.63 feet; thence South 70°51'07" East for a distance of 38.73 feet to a point of intersection with the easterly line of a tract of land described in said Document No. 1472797, on file at the Cass County Recorder's Office; thence South 23°07'28" West, along the easterly line of said tract described in Document No. 1472797, for a distance of 20.07 feet to a point of intersection with the

southerly line of the North 24.00 feet of said Lot 7; thence North 71°24'02" West, along the southerly line of the North 24.00 feet of said Lot 7, for a distance of 80.25 feet to a point of intersection with the westerly line of said Lot 7; thence North 23°07'28" East, along the westerly line of said Lot 7, for a distance of 19.01 feet to the true point of beginning.

Said tract contains 1,598 square feet, more or less.

Temporary Easement:

That part of Lot 7, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the southwest corner of said Lot 7; thence North 23°07'28" East, along the westerly line of said Lot 7, for a distance of 116.09 feet to the true point of beginning; thence continue North 23°07'28" East, along the westerly line of said Lot 7, for a distance of 16.84 feet to a point of intersection with the southerly line of the North 24.00 feet of said Lot 7; thence South 71°24'02" East, along the southerly line of the North 24.00 feet of said Lot 7, for a distance of 80.25 feet to a point of intersection with the easterly line of a tract of land described in said Document No. 1472797, on file at the Cass County Recorder's Office; thence South 23°07'28" West, along the easterly line of said tract described in Document No. 1472797, for a distance of 52.64 feet; thence North 07°47'26" West for a distance of 35.53 feet; thence North 57°13'29" West for a distance of 24.99 feet; thence North 74°51'00" West for a distance of 37.47 feet to the true point of beginning.

Said tract contains 1,687 square feet, more or less.

**WHEREAS**, the City and Seller have negotiated fair and just compensation for the Seller's Property desired by the City for use for flood protection purposes; and

**WHEREAS**, upon the terms and conditions of this Agreement, Seller has agreed to grant the foregoing interests in its Property to the City.

**NOW, THEREFORE**, in consideration of the mutual covenants promises and agreements of the parties, it is hereby agreed as follows:

1. **Conveyance of Fee Title**. At Closing, which shall occur as early as practicable, Seller shall convey by Warranty Deed to the City the fee title to the following property legally described as follows (hereinafter "Fee Property"):

That part of Lot 7, Block 2, Birmamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the northwest corner of said Lot 7; thence South 23°07'28" West, along the westerly line of said Lot 7, for a distance of 5.06 feet; thence South 73°21'10" East for a distance of 41.63 feet; thence South 70°51'07" East for a distance of 38.73 feet to a point of intersection with the easterly line of a tract of land described in said Document No. 1472797, on file at the Cass County Recorder's Office; thence North 23°07'28" East, along the easterly line of said tract described in Document No. 1472797, for a distance of 4.01 feet to the northeast corner of said tract described in Document No. 1472797, thence North 71°24'02" West, along the northerly line of said Lot 7, for a distance of 80.25 feet to the point of beginning.

Said tract contains 328 square feet, more or less.

2. **Permanent and Temporary Easements.** At Closing, Seller shall convey Permanent and Temporary Easements to City for the above-described property in substantially similar form to that attached hereto as Exhibits "A" and "B."

3. **Purchase Price.** As and for the purchase price, the City shall pay to John S. Peterson and Shirley J. McCaslin Revocable Trust the sum of Twenty Seven Thousand Six Hundred Dollars (\$27,600.00). The parties agree and understand that the purchase price is for all three described property interests.

4. **Mortgages, Liens and Encumbrances.** Seller agrees to convey the fee property by Warranty Deed, free and clear of all mortgages, liens and encumbrances, if any.

5. **Taxes.** The taxes and installments of special assessments, if any, for the year of closing allocated to the Fee Property shall be prorated. Prior year taxes and assessments must be paid by Seller in advance of closing.

6. **Attorney Fees.** It is understood and agreed that as part of this purchase, each of the parties shall pay their own attorney's fees.

7. **Entire Agreement.** This agreement contains the entire agreement between the parties and shall be binding on the parties, their successors and assigns.

DATED this 29 day of April, 2021.

**SELLER:**

 TTEE

John S. Peterson, Trustee of the  
John S. Peterson and Shirley J. McCaslin  
Revocable Trust

 TTEE

Shirley J. McCaslin, Trustee of the John S.  
Peterson and Shirley J. McCaslin Revocable  
Trust

DATED this \_\_\_\_ day of \_\_\_\_\_, 2021.

**BUYER:**

CITY OF FARGO, NORTH DAKOTA

By: \_\_\_\_\_  
Dr. Timothy J. Mahoney, M.D., Mayor

ATTEST:

\_\_\_\_\_  
Steve Sprague, Auditor

Exhibit "A"

**PERMANENT EASEMENT**  
**(Levee and Retaining Wall for Flood Control)**

**KNOW ALL MEN BY THESE PRESENTS** that **JOHN S. PETERSON AND SHIRLEY J. MCCASLIN REVOCABLE TRUST**, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, **HEREBY GRANT UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, under, upon and in the land hereafter described for the purpose of constructing and maintaining an earthen dike and retaining wall, together with any and all other appurtenant structures or devices, said tracts of land being more particularly described as follows:

That part of Lot 7, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 7; thence South 23°07'28" West, along the westerly line of said Lot 7, for a distance of 5.06 feet to the true point of beginning; thence South 73°21'10" East for a distance of 41.63 feet; thence South 70°51'07" East for a distance of 38.73 feet to a point of intersection with the easterly line of a tract of land described in said Document No. 1472797, on file at the Cass County Recorder's Office; thence South 23°07'28" West, along the easterly line of said tract described in Document No. 1472797, for a distance of 20.07 feet to a point of intersection with the southerly line of the North 24.00 feet of said Lot 7; thence North 71°24'02" West, along the southerly line of the North

## Exhibit "A"

24.00 feet of said Lot 7, for a distance of 80.25 feet to a point of intersection with the westerly line of said Lot 7; thence North 23°07'28" East, along the westerly line of said Lot 7, for a distance of 19.01 feet to the true point of beginning.

Said tract contains 1,598 square feet, more or less.

The said property is pictorially represented on Exhibit "A" attached hereto and incorporated herein by reference.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may, at any and all times when necessary or convenient to do so, go over and upon said above-described tract of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further understands and agrees that they will not disturb, injure, molest or in any manner interfere with said earthen dike or retaining wall as constructed and the customary appurtenances, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises. Grantor, its successors and assigns, further expressly warrants and states that no buildings, trees, shrubs, sprinkler systems or other obstacles of any kind shall be placed or located upon the tract in any manner which may interfere with said earthen dike or retaining wall.

(Signatures on following page.)



GRANTOR:

STATE OF NORTH DAKOTA                   )  
   ) ss.  
COUNTY OF CASS                          )

(SEAL)

Nancy J. Morris  
Assistant City Attorney  
Erik R. Johnson & Associates, Ltd.  
505 Broadway N., Ste. 206  
Fargo, ND 58102  
(701) 280-1901  
[nmorris@lawfargo.com](mailto:nmorris@lawfargo.com)

OWNER: JOHN PETERSON & SHIRLEY McCASLIN



Parcel Line Table		
Line #	Length	Direction
L7	19.01	N23°07'28"E
L8	16.84	N23°07'28"E
L9	52.64	S23°07'28"W
L10	35.53	N07°47'26"W
L11	24.99	N57°13'29"W
L12	37.47	N74°51'00"W

S59°27'46"E  
105.00'  
(N57°00'00"W)  
(105.00')

NOTE: ALL BEARINGS GIVEN ARE  
BASED ON THE CITY OF  
FARGO GIS COORDINATE  
SYSTEM.



## EASEMENT EXHIBIT

**SHEET**  
**1 OF 2**

PART OF LOT 7, BLOCK 2  
BIRNAMWOOD ADDITION  
CITY OF FARGO, CASS COUNTY  
STATE OF NORTH DAKOTA

OWNER: JOHN PETERSON & SHIRLEY McCASLIN

Description - Purchase Parcel:

That part of Lot 7, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the northwest corner of said Lot 7; thence South 23°07'28" West, along the westerly line of said Lot 7, for a distance of 5.06 feet; thence South 73°21'10" East for a distance of 41.63 feet; thence South 70°51'07" East for a distance of 38.73 feet to a point of intersection with the easterly line of a tract of land described in said Document No. 1472797, on file at the Cass County Recorder's Office; thence North 23°07'28" East, along the easterly line of said tract described in Document No. 1472797, for a distance of 4.01 feet to the northeast corner of said tract described in Document No. 1472797, thence North 71°24'02" West, along the northerly line of said Lot 7, for a distance of 80.25 feet to the point of beginning.

Said tract contains 328 square feet, more or less.

Description - Permanent Easement:

That part of Lot 7, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 7; thence South 23°07'28" West, along the westerly line of said Lot 7, for a distance of 5.06 feet to the true point of beginning; thence South 73°21'10" East for a distance of 41.63 feet; thence South 70°51'07" East for a distance of 38.73 feet to a point of intersection with the easterly line of a tract of land described in said Document No. 1472797, on file at the Cass County Recorder's Office; thence South 23°07'28" West, along the easterly line of said tract described in Document No. 1472797, for a distance of 20.07 feet to a point of intersection with the southerly line of the North 24.00 feet of said Lot 7; thence North 71°24'02" West, along the southerly line of the North 24.00 feet of said Lot 7, for a distance of 80.25 feet to a point of intersection with the westerly line of said Lot 7; thence North 23°07'28" East, along the westerly line of said Lot 7, for a distance of 19.01 feet to the true point of beginning.

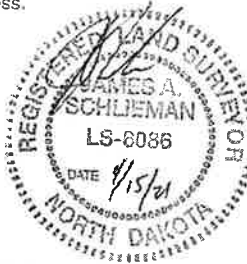
Said tract contains 1,598 square feet, more or less.

Description - Temporary Easement:

That part of Lot 7, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the southwest corner of said Lot 7; thence North 23°07'28" East, along the westerly line of said Lot 7, for a distance of 116.09 feet to the true point of beginning; thence continue North 23°07'28" East, along the westerly line of said Lot 7, for a distance of 16.84 feet to a point of intersection with the southerly line of the North 24.00 feet of said Lot 7; thence South 71°24'02" East, along the southerly line of the North 24.00 feet of said Lot 7, for a distance of 80.25 feet to a point of intersection with the easterly line of a tract of land described in said Document No. 1472797, on file at the Cass County Recorder's Office; thence South 23°07'28" West, along the easterly line of said tract described in Document No. 1472797, for a distance of 52.64 feet; thence North 07°47'26" West for a distance of 35.53 feet; thence North 57°13'29" West for a distance of 24.99 feet; thence North 74°51'00" West for a distance of 37.47 feet to the true point of beginning.

Said tract contains 1,687 square feet, more or less.



## EASEMENT EXHIBIT

PROJECT NO.  
6059-0166

ELM CIRCLE AREA FLOOD RISK MGMT PROJECT  
CITY OF FARGO, CASS CO., ND

SHEET  
2 OF 2

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Exhibit "B"

**EASEMENT**

**(Temporary Construction Easement)**

**KNOW ALL MEN BY THESE PRESENTS** that **JOHN S. PETERSON AND SHIRLEY J. MCCASLIN REVOCABLE TRUST**, whether one or more, hereinafter referred to as "Grantor", for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00), to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a temporary construction easement over, upon and in land hereinafter described for the purpose of levee and storm sewer construction and activities appurtenant thereto, said land being more fully described, to-wit:

That part of Lot 7, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the southwest corner of said Lot 7; thence North 23°07'28" East, along the westerly line of said Lot 7, for a distance of 116.09 feet to the true point of beginning; thence continue North 23°07'28" East, along the westerly line of said Lot 7, for a distance of 16.84 feet to a point of intersection with the southerly line of the North 24.00 feet of said Lot 7; thence South 71°24'02" East, along the southerly line of the North 24.00 feet of said Lot 7, for a distance of 80.25 feet to a point of intersection with the easterly line of a tract of land described in said Document No. 1472797, on file at the Cass County Recorder's Office; thence South 23°07'28" West, along the easterly line of said tract described in Document No. 1472797, for a distance of 52.64 feet; thence North 07°47'26" West for a distance of 35.53 feet; thence North 57°13'29" West for a distance of 24.99 feet; thence North 74°51'00" West for a distance of 37.47 feet to the true point of beginning.

Said tract contains 1,687 square feet, more or less.

## Exhibit "B"

Said parcel is pictorially represented on Exhibit "A" attached hereto and incorporated herein by reference.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times, when necessary or convenient to do so, go over and upon said above-described parcel of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further agrees it will not disturb, injure, molest or in any manner interfere with said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of storage of dirt and all other construction activities was begun.

This easement shall terminate on July 1, 2022.

(Signatures on the following page)

GRANTOR:

Shirley J. McCaslin, Trustee of the John S. Peterson and Shirley J. McCaslin Revocable Trust

STATE OF NORTH DAKOTA                   )  
   ) ss.  
COUNTY OF CASS                          )

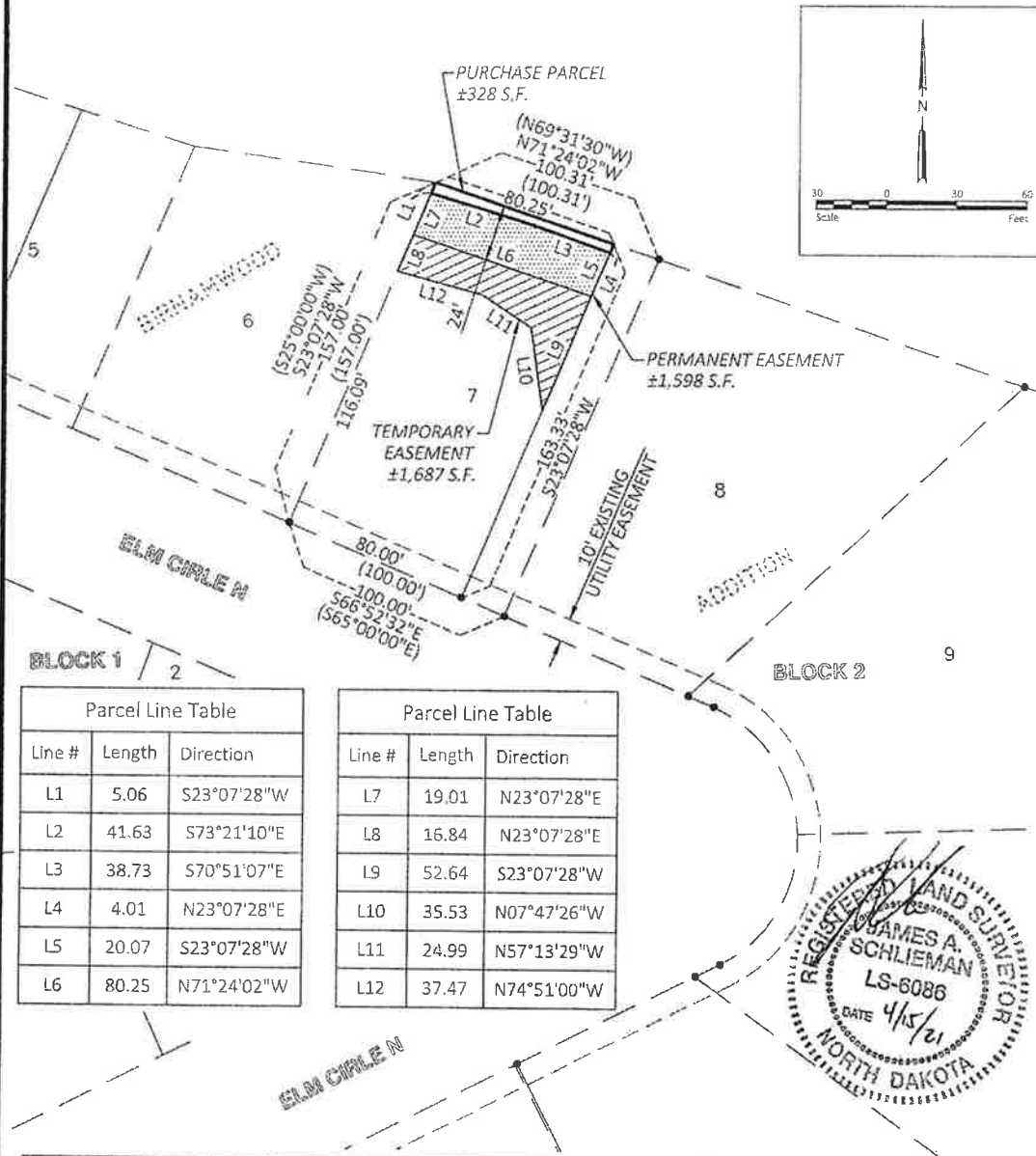
(SEAL)

Notary Public  
Cass County, North Dakota

Nancy J. Morris  
Assistant City Attorney  
Erik R. Johnson & Associates, Ltd.  
505 Broadway N., Ste. 206  
Fargo, ND 58102  
(701) 280-1901  
[nmorris@lawfargo.com](mailto:nmorris@lawfargo.com)

PART OF LOT 7, BLOCK 2  
BIRNAMWOOD ADDITION  
CITY OF FARGO, CASS COUNTY  
STATE OF NORTH DAKOTA

OWNER: JOHN PETERSON & SHIRLEY McCASLIN



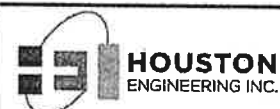
Parcel Line Table		
Line #	Length	Direction
L1	5.06	S23°07'28"W
L2	41.63	S73°21'10"E
L3	38.73	S70°51'07"E
L4	4.01	N23°07'28"E
L5	20.07	S23°07'28"W
L6	80.25	N71°24'02"W

Parcel Line Table		
Line #	Length	Direction
L7	19.01	N23°07'28"E
L8	16.84	N23°07'28"E
L9	52.64	S23°07'28"W
L10	35.53	N07°47'26"W
L11	24.99	N57°13'29"W
L12	37.47	N74°51'00"W

IRON MONUMENT FOUND  
MEASURED BEARING  
MEASURED DISTANCE  
PLAT BEARING  
PLAT DISTANCE  
PERMANENT EASEMENT  
TEMPORARY EASEMENT

S59°27'46"E  
105.00'  
(N57°00'00"W)  
(105.00')

NOTE: ALL BEARINGS GIVEN ARE  
BASED ON THE CITY OF  
FARGO GIS COORDINATE  
SYSTEM.



## EASEMENT EXHIBIT

PROJECT NO.  
6059-0166

ELM CIRCLE AREA FLOOD RISK MGMT PROJECT  
CITY OF FARGO, CASS CO., ND

SHEET  
1 OF 2

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PART OF LOT 7, BLOCK 2  
BIRNAMWOOD ADDITION  
CITY OF FARGO, CASS COUNTY  
STATE OF NORTH DAKOTA

OWNER: JOHN PETERSON & SHIRLEY McCASLIN

Description - Purchase Parcel:

That part of Lot 7, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the northwest corner of said Lot 7; thence South 23°07'28" West, along the westerly line of said Lot 7, for a distance of 5.06 feet; thence South 73°21'10" East for a distance of 41.63 feet; thence South 70°51'07" East for a distance of 38.73 feet to a point of intersection with the easterly line of a tract of land described in said Document No. 1472797, on file at the Cass County Recorder's Office; thence North 23°07'28" East, along the easterly line of said tract described in Document No. 1472797, for a distance of 4.01 feet to the northeast corner of said tract described in Document No. 1472797, thence North 71°24'02" West, along the northerly line of said Lot 7, for a distance of 80.25 feet to the point of beginning.

Said tract contains 328 square feet, more or less.

Description - Permanent Easement:

That part of Lot 7, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 7; thence South 23°07'28" West, along the westerly line of said Lot 7, for a distance of 5.06 feet to the true point of beginning; thence South 73°21'10" East for a distance of 41.63 feet; thence South 70°51'07" East for a distance of 38.73 feet to a point of intersection with the easterly line of a tract of land described in said Document No. 1472797, on file at the Cass County Recorder's Office; thence South 23°07'28" West, along the easterly line of said tract described in Document No. 1472797, for a distance of 20.07 feet to a point of intersection with the southerly line of the North 24.00 feet of said Lot 7; thence North 71°24'02" West, along the southerly line of the North 24.00 feet of said Lot 7, for a distance of 80.25 feet to a point of intersection with the westerly line of said Lot 7; thence North 23°07'28" East, along the westerly line of said Lot 7, for a distance of 19.01 feet to the true point of beginning.

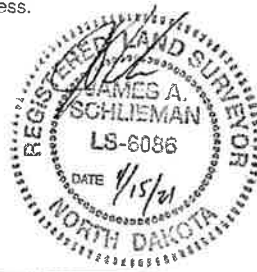
Said tract contains 1,598 square feet, more or less.

Description - Temporary Easement:

That part of Lot 7, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the southwest corner of said Lot 7; thence North 23°07'28" East, along the westerly line of said Lot 7, for a distance of 116.09 feet to the true point of beginning; thence continue North 23°07'28" East, along the westerly line of said Lot 7, for a distance of 16.84 feet to a point of intersection with the southerly line of the North 24.00 feet of said Lot 7; thence South 71°24'02" East, along the southerly line of the North 24.00 feet of said Lot 7, for a distance of 80.25 feet to a point of intersection with the easterly line of a tract of land described in said Document No. 1472797, on file at the Cass County Recorder's Office; thence South 23°07'28" West, along the easterly line of said tract described in Document No. 1472797, for a distance of 52.64 feet; thence North 07°47'26" West for a distance of 35.53 feet; thence North 57°13'29" West for a distance of 24.99 feet; thence North 74°51'00" West for a distance of 37.47 feet to the true point of beginning.

Said tract contains 1,687 square feet, more or less.



## EASEMENT EXHIBIT

PROJECT NO.  
6059-0166

ELM CIRCLE AREA FLOOD RISK MGMT PROJECT  
CITY OF FARGO, CASS CO., ND

SHEET  
2 OF 2

H:\BNA\60001\6059\6059\_0166\CAD\Easements\6059\_0166 Peterson Easement Exhibit-REV1.dwg-Sheet 2-4/15/2021 10:55 AM-(dbuchholz)



## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(6)

Type: Amendment #1 – Prairie St. Johns Right of Way Use Agreement

Location: 410 5<sup>th</sup> Street North

Date of Hearing: 4/26/2021

<u>Routing</u>	<u>Date</u>
City Commission	5/3/2021
PWPEC File	X
Project File	Kristy Schmidt

The Committee reviewed a communication from Civil Engineer, Kristy Schmidt, regarding Amendment #1 to the Right of Way Use Agreement for the Prairie St. Johns project.

The project was temporarily shut down due to Covid-19. The amendment is for the remobilization to the site on April 26, 2021. The date changes are as follows:

Impacted roadways	Original Impact Dates	New Impact Dates
• 6 <sup>th</sup> Ave S(3 <sup>rd</sup> to 4 <sup>th</sup> St) westbound closed (3 <sup>rd</sup> St and 6 <sup>th</sup> Ave. to become one way)	5/01/20-11/30/20 (Phase 1)	05/4/21-12/31/21
• 4 <sup>th</sup> St S (1 <sup>st</sup> to 6 <sup>th</sup> Ave) closed (Phase 2)	8/3/20-8/14/20	07/19/21-07/30/21
• 6 <sup>th</sup> Ave S(3 <sup>rd</sup> to 4 <sup>th</sup> St) closed (Phase 3)	5/18/20-5/29/20	07/05/21-07/09/21
• 6 <sup>th</sup> Ave S(3 <sup>rd</sup> to 4 <sup>th</sup> St) closed (Phase 4)	7/6/20-7/10/20	07/12/21-07/16/21

Staff is recommending approval Amendment #1 to the Right of Way Use Agreement.

On a motion by Bruce Grubb, seconded by Steve Dirksen, the Committee voted to recommend approval of Amendment #1 to the Right of way Use Agreement with Prairie St. Johns.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Amendment #1 to the Right of Way Use Agreement with Prairie St. Johns for the work at 6<sup>th</sup> Avenue South east of 4<sup>th</sup> Street South.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

Developer meets City policy for payment of delinquent specials  
Agreement for payment of specials required of developer  
Letter of Credit required (per policy approved 5-28-13)

Yes	No
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>

COMMITTEE

Tim Mahoney, Mayor  
Nicole Crutchfield, Director of Planning  
Steve Dirksen, Fire Chief  
Bruce Grubb, City Administrator  
Ben Dow, Director of Operations  
Steve Sprague, City Auditor  
Brenda Derrig, City Engineer  
Kent Costin, Finance Director

Present	Yes	No	Unanimous
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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ATTEST:

  
Brenda E. Derrig, P.E.  
City Engineer

## Memorandum

**To:** Members of PWPEC  
**From:** Kristy Schmidt, CE II  
**Date:** April 19, 2021  
**Re:** Amendment No. 1 to Right of Way Use Agreement for Prairie St Johns

---

### **Background:**

We have received a request to amend the dates of Right of Way Use for the construction of the Prairie St Johns facility on 6<sup>th</sup> Avenue South east of 4<sup>th</sup> Street South. The project was shutdown for a year due to Covid-19. The contractor would like to remobilize to the site on April 26, 2021 but will not utilize the Right of Way until this agreement is approved.

The date changes are as follows:

Impacted roadways	Original Impact Dates	New Impact Dates
• 6 <sup>th</sup> Ave S(3 <sup>rd</sup> to 4 <sup>th</sup> St) westbound closed (3 <sup>rd</sup> St and 6 <sup>th</sup> Avenue to become one way) (Phase 1)	5/01/20-11/30/20	05/4/21-12/31/21
• 4 <sup>th</sup> St S (1 <sup>st</sup> to 6 <sup>th</sup> Ave) closed (Phase 2)	8/3/20-8/14/20	07/19/21-07/30/21
• 6 <sup>th</sup> Ave S(3 <sup>rd</sup> to 4 <sup>th</sup> St) closed (Phase 3)	5/18/20-5/29/20	07/05/21-07/09/21
• 6 <sup>th</sup> Ave S(3 <sup>rd</sup> to 4 <sup>th</sup> St) closed (Phase 4)	7/6/20-7/10/20	07/12/21-07/16/21

Staff is recommending approval of the Amendment to the Right of Way Use Agreement.

### **Recommended Motion:**

Approve Amendment No. 1 to the Right of Way Use Agreement with Prairie St Johns and ALPA to extend Right of Way use as stated above.

KLS/klo  
Attachment

C: David Shultz, Shultz & Associates Architects  
Eric Sjodin, Alpa Construction, Inc.

**Amendment (First) to Right of Way Use Agreement**

This Amendment (First) amends the Right of Way Use Agreement (“Agreement”) dated March 23, 2020 made and entered into between PSJ ACQUISITION, L.L.C., a North Dakota limited liability company (“Owner”), dba as Prairie St Johns, ALPA Construction, Inc., an Illinois corporation (“Contractor”) and the City of Fargo, a municipal corporation (“City”).

WHEREAS, due to the Covid- 19 pandemic, the schedule approved in the Agreement required modification; and

WHEREAS, Owner and Contractor have provided City a revised Exhibit detailing the work to be completed, and the time frames required to complete the work impacting the City Right of Way.

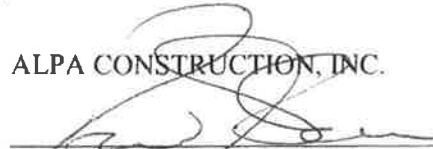
NOW THEREFORE, for good and valuable consideration hereby acknowledged, the parties to the Agreement agree to amend the same as follows:

(1) Paragraph #3 shall be amended to include the attachments hereto, identified at Exhibit “A”. The parties further understand and agree that approval and acceptance of the City Plans by the City Engineer is necessary before any work may commence in the Right of Way.

(2) All other terms and conditions of the Right of Way Use Agreement as amended in all amendment shall remain in full force and effect.

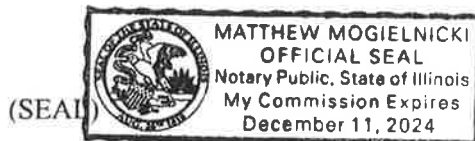
Dated this 21 day of April, 2021.

ALPA CONSTRUCTION, INC.

  
Kurt Scheuermann, Project Executive

STATE OF ILLINOIS                    )  
  ) ss:  
COUNTY OF COOK                    )

On this 21<sup>st</sup> day of April, 2021, before me personally appeared Kurt Scheuermann, Project Executive of the ALPA Construction, Inc., a Illinois corporation that is described in, and that executed the foregoing instrument, and acknowledged to me that such nonprofit corporation executed the same.



  
Notary Public

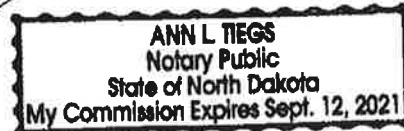
Dated this 21<sup>st</sup> day of April, 2021.

PSJ ACQUISITION LLC dba PRAIRIE ST.

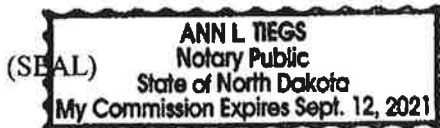
JOHNS

  
Jeffrey A. Herman, CEO

STATE OF ND )  
 ) ss:  
COUNTY OF Cass )



On this 21<sup>st</sup> day of April, 2021, before me personally appeared Jeffrey A. Herman, CEO of the PSJ Acquisition LLC dba Prairie St. Johns, a North Dakota limited liability company that is described in, and that executed the foregoing instrument, and acknowledged to me that such nonprofit corporation executed the same.



  
Notary Public

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

City of Fargo, a North Dakota municipal  
corporation

\_\_\_\_\_  
Timothy J. Mahoney M.D., Mayor

ATTEST

\_\_\_\_\_  
Steve Sprague, City Auditor

STATE OF NORTH DAKOTA     )  
  ) ss.  
COUNTY OF CASS             )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

\_\_\_\_\_  
Notary Public  
Cass County, ND  
My Commission expires:

(SEAL)



# EXHIBIT "A"



Date: 6/20/2019 Author: Justin Buchholz Project: Alpa Construction (Prairie St. John)

Comments:

THIS TRAFFIC CONTROL PLAN IS BASED ON MUTCD SUGGESTED LAYOUTS AND WAS NOT DESIGNED BY AN ENGINEER OR GOVERNING AUTHORITY

Phase 1 Traffic Control Measures in Place 5/4/21-12/31/21





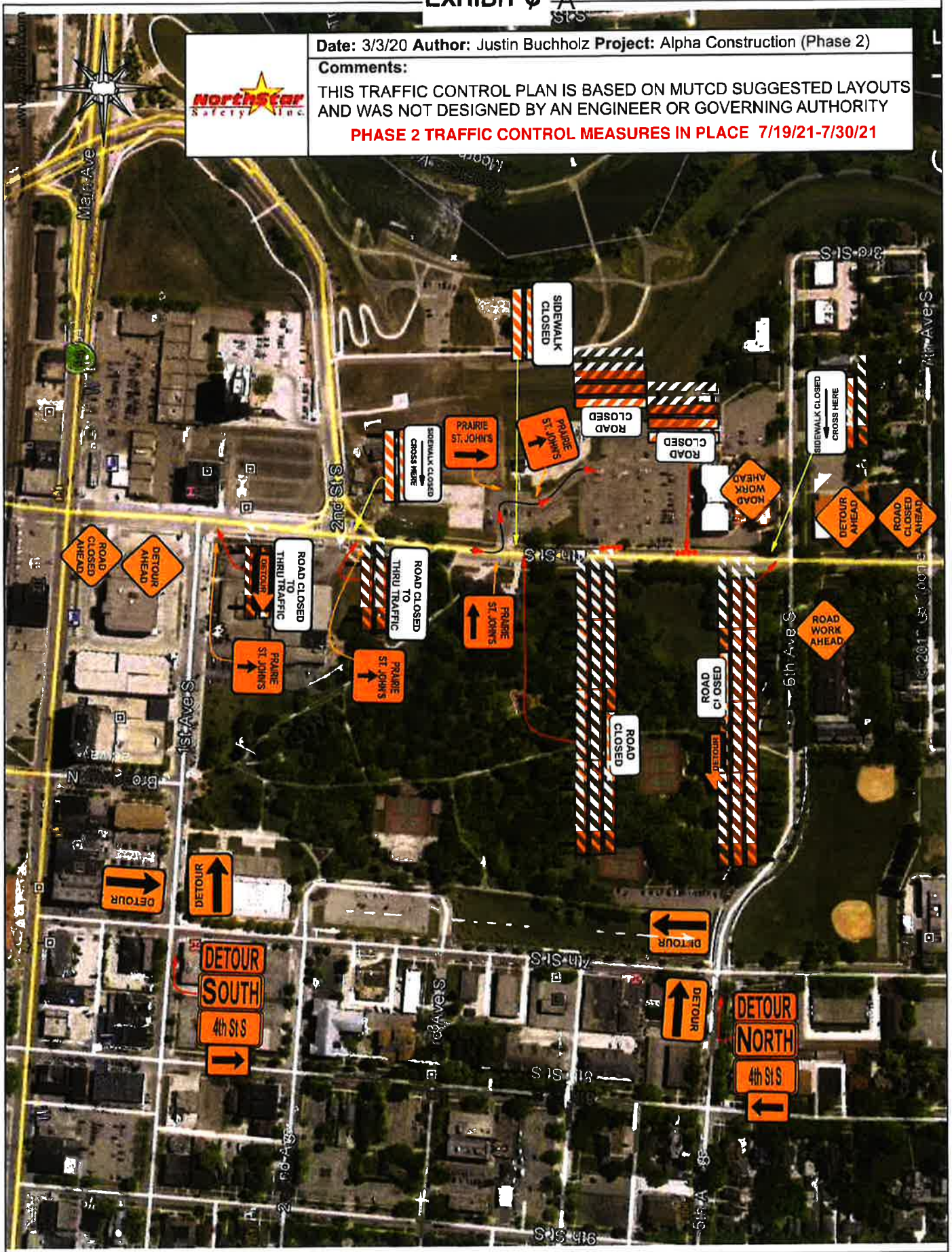
# EXHIBIT C "A"

Date: 3/3/20 Author: Justin Buchholz Project: Alpha Construction (Phase 2)

## Comments:

THIS TRAFFIC CONTROL PLAN IS BASED ON MUTCD SUGGESTED LAYOUTS AND WAS NOT DESIGNED BY AN ENGINEER OR GOVERNING AUTHORITY

**PHASE 2 TRAFFIC CONTROL MEASURES IN PLACE 7/19/21-7/30/21**



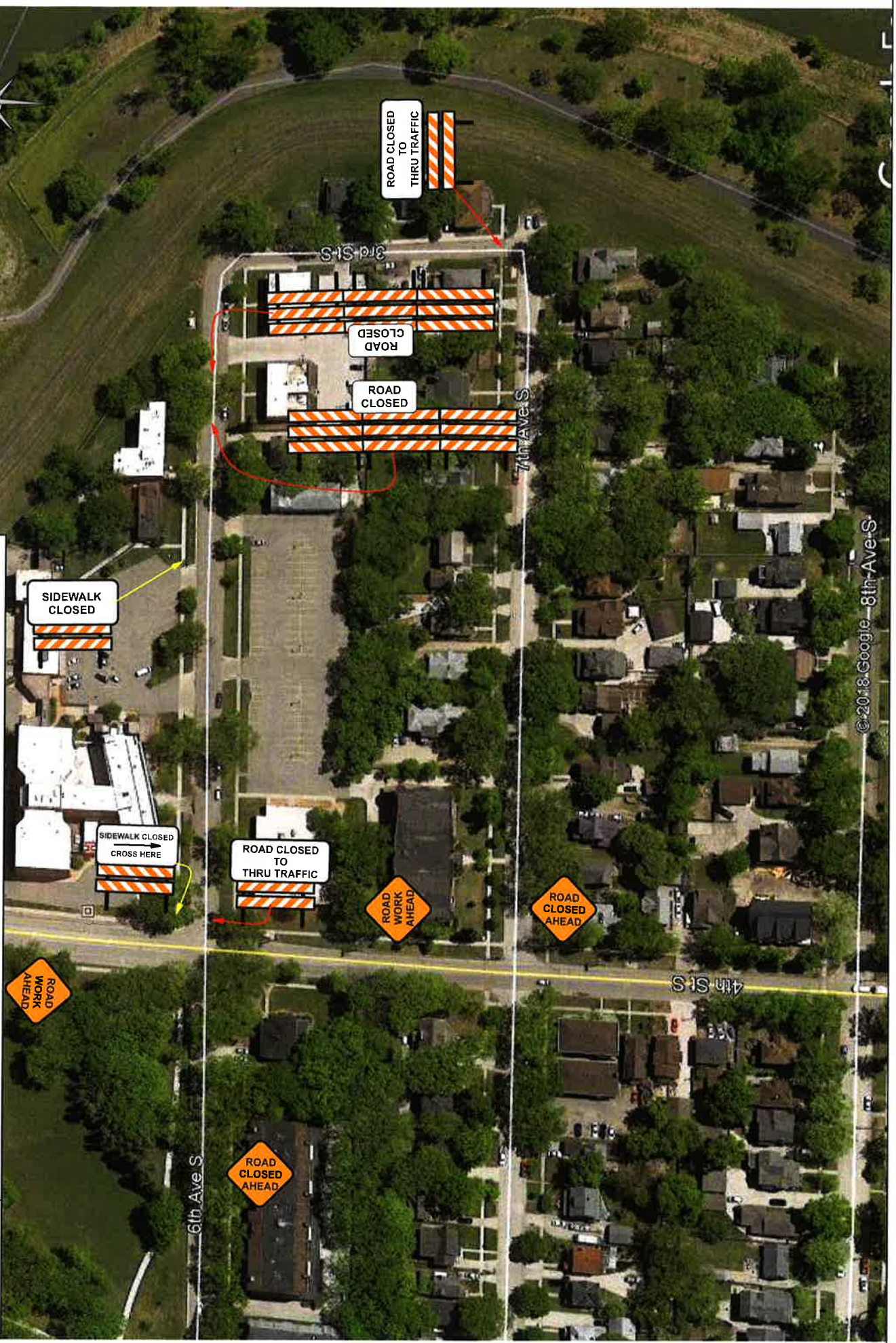


Date: 11/21/19 Author: Justin Buchholz Project: Alpha Construction

Comments: **New Water Line Tie ins at 6th Ave.**

THIS TRAFFIC CONTROL PLAN IS BASED ON MUTCD SUGGESTED LAYOUTS AND WAS NOT DESIGNED BY AN ENGINEER OR GOVERNING AUTHORITY

**Phase 3 Traffic Control Measures in Place 7/5/21-7/9/21**



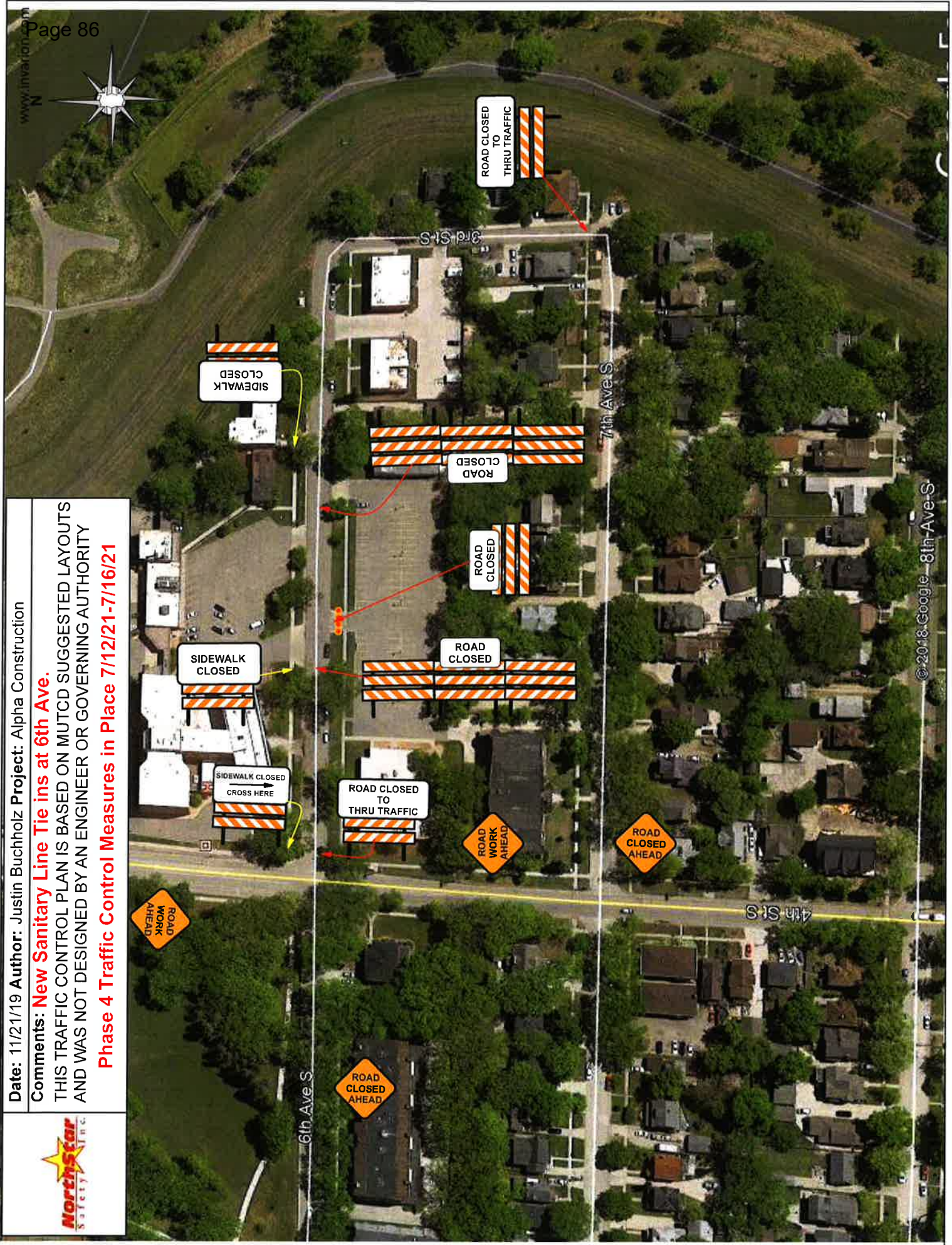


Date: 11/21/19 Author: Justin Buchholz Project: Alpha Construction

Comments: **New Sanitary Line Tie ins at 6th Ave.**

THIS TRAFFIC CONTROL PLAN IS BASED ON MUTCD SUGGESTED LAYOUTS AND WAS NOT DESIGNED BY AN ENGINEER OR GOVERNING AUTHORITY

**Phase 4 Traffic Control Measures in Place 7/12/21-7/16/21**





⑦

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Amendment #2 - Mercantile Right of Way Use Agreement

Location: 405 Broadway

Date of Hearing: 4/26/2021

<u>Routing</u>	<u>Date</u>
City Commission	<u>5/3/2021</u>
PWPEC File	<u>X</u>
Project File	<u>Kristy Schmidt</u>

The Committee reviewed a communication from Civil Engineer, Kristy Schmidt, regarding Amendment #2 to the Right of Way Use Agreement for the Mercantile project.

KCM is asking for more ROW space on Broadway for the installation of windows, masonry, and siding. The impact will be to Broadway ROW as follows:

- Removal of 14 parking stalls (May 3, 2021-January 3, 2022)
- A 5' pedestrian path adjacent to driving lane to be protected from vehicle traffic with concrete jersey barriers.
- Removal will be required on the east side of the street curb on Broadway during the Street Fair (previously approved).

Staff is recommending approval of Amendment #2 for the Right of Way Use Agreement.

On a motion by Steve Sprague, seconded by Steve Dirksen, the Committee voted to recommend approval of Amendment #2 to the Right of way Use Agreement with Great Plains Mercantile Holdings, LLC.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Amendment #2 to the Right of Way Use Agreement with Great Plains Mercantile Holdings, LLC for the work at 405 Broadway.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

Developer meets City policy for payment of delinquent specials  
 Agreement for payment of specials required of developer  
 Letter of Credit required (per policy approved 5-28-13)


<u>Yes</u>	<u>No</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>

COMMITTEE

Tim Mahoney, Mayor  
 Nicole Crutchfield, Director of Planning  
 Steve Dirksen, Fire Chief  
 Bruce Grubb, City Administrator  
 Ben Dow, Director of Operations  
 Steve Sprague, City Auditor  
 Brenda Derrig, City Engineer  
 Kent Costin, Finance Director

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
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ATTEST:

  
 Brenda E. Derrig, P.E.  
 City Engineer

## Memorandum

**To:** Members of PWPEC  
**From:** Kristy Schmidt, CE II  
**CC:** Lexy Tank, KCM  
Keith Leier, Kilbourne Group  
**Date:** April 23, 2021  
**Re:** Amendment No. 2 to Right of Way Use Agreement for Mercantile

---

### Background:

We have received a request to amend the dates and area of Right of Way Use for the Mercantile project on the northeast corner of 4<sup>th</sup> Avenue and Broadway. KCM is asking for more ROW space on Broadway for the installation of windows, masonry and siding. The space they are asking for is 26' of ROW on Broadway and adjacent to Mercantile.

This impact will be to Broadway right of way:

- Removal of 14 parking stalls (May 3, 2021-January 3, 2022)
- A 5' pedestrian path adjacent to driving lane to be protected from vehicle traffic with concrete jersey barriers.
- Developer will be required to move all construction equipment and safety devices to the east side of the street curb on Broadway during the Street Fair (previously approved).

### Recommended Motion:

Approve Amendment No. 2 to the Right of Way Use Agreement with Kilbourne for additional space for Right of Way use as stated above.

KLS/jmg  
Attachment

**Amendment (Second) to Right of Way Use Agreement**

This Amendment (Second) amends the Right of Way Use Agreement ("Agreement") dated April 20, 2020, as amended, made and entered into between Great Plains Mercantile Holdings, LLC, a North Dakota limited liability company ("Developer") and the City of Fargo, a North Dakota municipal corporation ("City").

**WHEREAS**, Developer has expressed a need for additional time to complete its project that utilizes Public Right of Way ("PROW") adjacent to its project; and

**WHEREAS**, City agrees to modify the permitted use, including scope and timeframe, in accordance with the terms of this Amendment (Second).

**NOW, THEREFORE**, for good and valuable consideration hereby acknowledged, the parties to the Agreement, as amended, agree to again amend the same as follows:

- (1) Developer has provided City a revised Exhibit detailing the work to be completed, and the time frames required to complete the work impacting the Public Right of Way, attached hereto as Exhibit "A". The City Engineer or designee has reviewed such plans and accepts the same. The

parties understand and agree that paragraph #2 shall again be amended, and that Developer may use the PROW in accordance with Exhibit "A" attached hereto, except as otherwise stated herein.

(2) Developer understands and agrees that the Fargo Street Fair event scheduled July 14 to July 17, 2021 utilizes the entire Public Right of Way on Broadway that is, in part, the subject of the Agreement, as amended. Due to public safety concerns and potential conflicts, Developer understands and agrees that it shall removal all construction materials, equipment and traffic control devices from the Broadway roadway and adequately fence the construction materials on the sidewalk adjacent to the project for the entire duration of the Fargo Street Fair event. Developer shall be responsible for restoring the sidewalk and roadway to a condition acceptable to City, including debris removal and concrete repairs, to the extent deemed necessary to remove any trip hazards and ensure the safety of the traveling public.

(3) Developer has indicated a need to close the pedestrian travel path (sidewalk) for reconstruction on the east side of Broadway adjacent to Developer's property. Developer expects such closure to take three (3) weeks, at which time pedestrians shall be redirected to the west side of Broadway between 4<sup>th</sup> and 6<sup>th</sup> Avenue North. Developer must request City permission, in writing, not less than fourteen (14) days in advance of such proposed closure. Such request shall include a traffic control plan, as well as any other information deemed necessary by City to adequately consider the closure request.

(4) In no event shall a closure occur without written approval from the City Engineer or designee, and only after at least seven (7) days written notice to property owners, residents, and businesses within 300' of the closure, as well as the Downtown Community Partnership, specifying the date the closure will commence, the extent of such impacts, including any impacts to the adjacent parking and roadway, and the length of such impacts.

All other terms and conditions of the Right of Way Use Agreement, as amended, shall remain in full force and effect.

(Signatures on following pages)

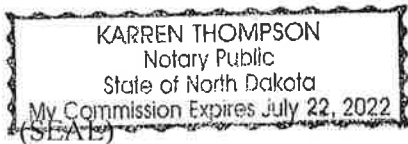
Dated this 28 day of April, 2021.

Great Plains Mercantile Holdings, LLC, a North  
Dakota Limited Liability Company

[Signature]  
By: vice president  
Its: William Roten

STATE OF North Dakota )  
 ) ss.  
COUNTY OF Cass )

On this 28 day of April, 2021, before me, a notary public in and for said county and state, personally appeared Bill Roten of Great Plains Mercantile Holdings, LLC, the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.



Karren Thompson  
Notary Public  
\_\_\_\_ County, \_\_\_\_\_  
My Commission expires: \_\_\_\_\_



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

City of Fargo, a North Dakota municipal  
corporation

\_\_\_\_\_  
Timothy J. Mahoney M.D., Mayor

ATTEST

\_\_\_\_\_  
Steve Sprague, City Auditor

STATE OF NORTH DAKOTA     )  
  ) ss.  
COUNTY OF CASS             )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

\_\_\_\_\_  
Notary Public  
Cass County, ND  
My Commission expires:

(SEAL)



# EXHIBIT A

KILBOURNE GROUP  
MERCANTILE MIXED-USE WRAP  
FARGO ND

03/07/2022  
CONSTRUCTION  
DOCUMENTS  
19052



A050  
SITE PLAN

## SITE PLAN KEYNOTES

## SITE PLAN GENERAL NOTES

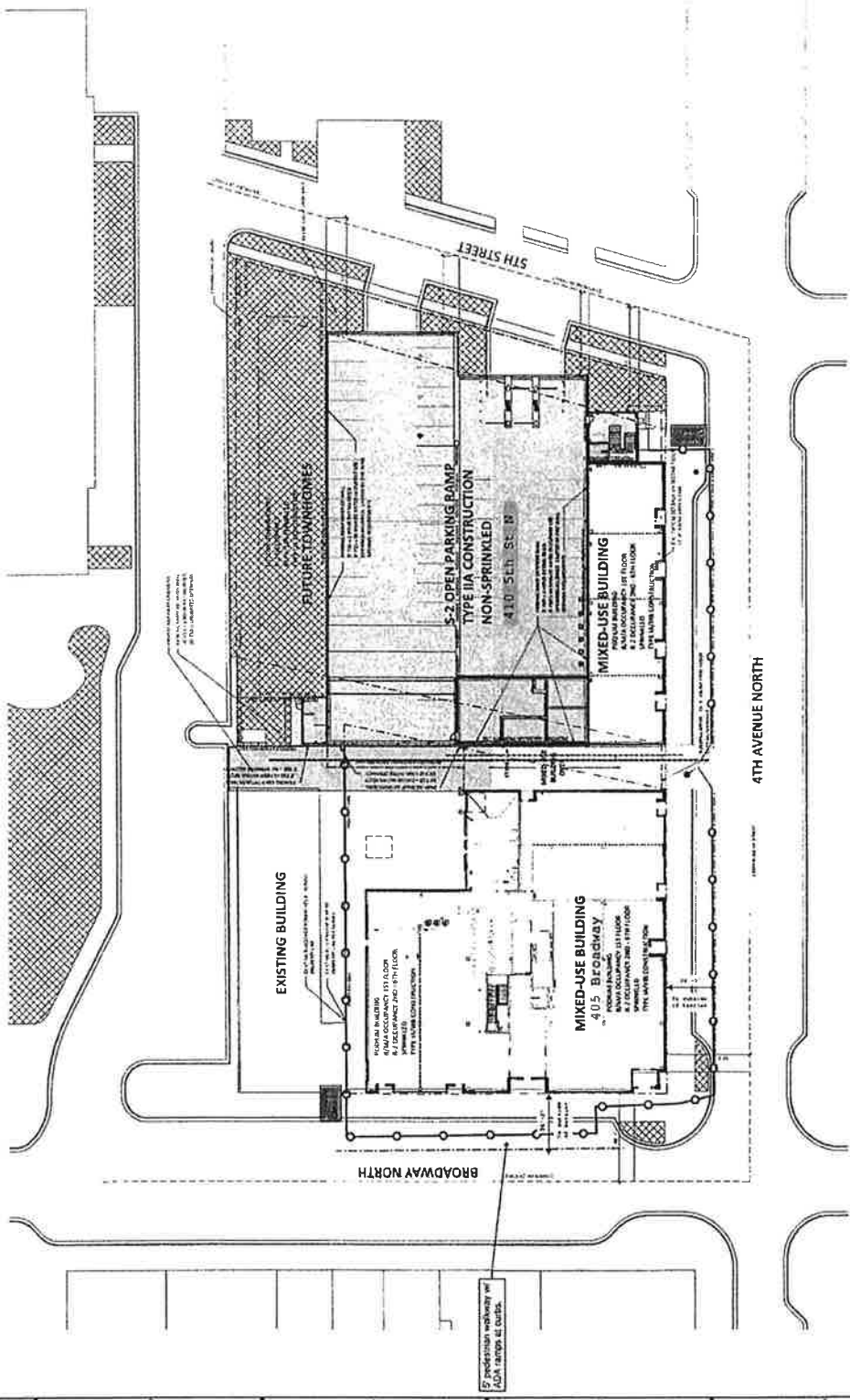
- 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF FARGO, ND ZONING ORDINANCE, CHAPTER 16.00, AND THE NDAC BUILDING CODE, CHAPTER 13-02.
- 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE NDAC BUILDING CODE, CHAPTER 13-02.
- 3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE NDAC BUILDING CODE, CHAPTER 13-02.

## Mercantile Mixed-Use Construction - General Site layout

4/20/2021- 1/17/2022 - this will be the site layout unless otherwise noted in this document

- Close Broadway parking and create alternate pedestrian walkways
- Close 4th Ave N Parking and pedestrian access. Sidewalk closed signs.

- Site Gate
- Site Fence
- Concrete jersey barriers



2A  
A050  
GROUND FLOOR SITE PLAN

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

8

Type: Xcel 12" Gas Line Installation

Location: 45<sup>th</sup> Street & 33<sup>rd</sup> Avenue South

Date of Hearing: 4/26/2021

Routing

City Commission

Date

5/3/2021

PWPEC File

X

Project File

Kevin Gorder

The Committee reviewed communication from Division Engineer, Kevin Gorder, regarding a Construction Conditions Agreement for the Fargo-West Fargo Natural Gas Project with Xcel.

City Staff has been working with Xcel to develop some supplemental conditions for this 12" gas main project. Due to the size and complexity of this project, we developed the following requirement in addition to our requirements in the Excavation Code:

1. There are 102 trees along the project path but Xcel has visually surveyed the path and feel 20 trees will be removed as part of this project. Xcel will replace all trees that are disturbed at their cost and pay a \$600/tree warranty fee to Forestry for potential future costs related to trees.
2. Due to the size of the project, the Agreement is proposing a one-time permit fee. Engineering has calculated excavation permit fees if every sidewalk is removed at \$50,000. Some of the pipeline install is in the Public Utility Easement and the sidewalk will not be disturbed. If 60% of the sidewalk were disturbed, the fee would be around \$37,000. The Agreement is written to have a one-time permit fee of \$35,000. A one-time permit fee would eliminate Staff time of calculating all fees as well as the time taken to enter, bill, and collect the fees.

In addition to this agreement, there will be an easement in the NE corner of 45<sup>th</sup> Street and 33<sup>rd</sup> Avenue South. This easement has been requested to allow the placement of valves and an access point to comply with pipeline inspection requirements.

On a motion by Tim Mahoney, seconded by Steve Sprague, the Committee recommended approval of the Construction Conditions Agreement for the Fargo-West Fargo Natural Gas Project.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Construction Conditions Agreement for the Fargo-West Fargo Natural Gas Project.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

Yes	No
N/A	
N/A	
N/A	


Developer meets City policy for payment of delinquent specials  
 Agreement for payment of specials required of developer  
 Letter of Credit required (per policy approved 5-28-13)

COMMITTEE

Tim Mahoney, Mayor  
 Nicole Crutchfield, Director of Planning  
 Steve Dirksen, Fire Chief  
 Bruce Grubb, City Administrator  
 Ben Dow, Director of Operations  
 Steve Sprague, City Auditor  
 Brenda Derrig, City Engineer  
 Kent Costin, Finance Director

Present	Yes	No	Unanimous
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ATTEST:

 on behalf of  
 Brenda E. Derrig, P.E.  
 City Engineer

## Memorandum

**To:** Members of PWPEC  
**From:** Kevin Gorder, Division Engineer  
**Date:** April 22, 2021  
**Re:** Xcel 12" Gas Line Installation

---

### **Background:**

Xcel has been working with City staff to develop some supplemental conditions to construct this large 12" gas main project in the SW corner of our community. Due to the size and complexity of this project, we developed the attached requirements in addition to our requirements in the Excavation Code.

Xcel has reviewed this draft and offered their comments. All their comments have been addressed but I want to bring two points for discussion:

1. Forestry requested a 3-year warranty period on all disturbed trees with a 3-year escrow of \$915/tree. There are 102 trees along the project path but Xcel has visually surveyed the path and feel 20 trees will be removed as part of this project. Xcel has countered with replacing all trees that are disturbed at their cost and pay a \$600/tree warranty fee to Forestry for potential future costs related to trees. The Agreement is currently written as proposed by Xcel.
2. Engineering has calculated excavation permit fees and the approximate fee is close to \$50,000. This assumes sidewalk will be impacted along the entire corridor. Some of the pipeline install is in the Public Utility Easement and the sidewalk will not be disturbed. If only 60% of the sidewalk was disturbed, the fee would be around \$37,000. The Agreement is written to have a one-time permit fee of \$35,000. A one-time permit fee would eliminate Staff time of calculating all fees as well as the time taken to enter, bill, and collect the fees. Xcel has proposed a one-time fee of \$25,000. Xcel has stated that they feel the permit fees are set for smaller projects and the time needed by Staff to process small permits.

This Agreement covers most of the outstanding items on this project but there is one item still outstanding that will be addressed in a separate document. This item is an easement in the NE corner of 45<sup>th</sup> Street and 33<sup>rd</sup> Avenue South. This easement has been requested to allow the placement of valves and an access point to comply with pipeline inspection requirements. Details on this item will be presented when they are finalized.

### **Recommended Motion:**

Looking for discussion on the above points and direction on how to proceed.

KOG/klb

Attachment

**Construction Conditions Agreement for the Fargo-West Fargo Natural Gas Project**

**THIS AGREEMENT**, made and entered by and between the **CITY OF FARGO**, a North Dakota municipal corporation, hereinafter referred to as "City", and **NORTHERN STATES POWER COMPANY, D/B/A XCEL ENERGY, a Minnesota Corporation**, hereinafter referred to as "Xcel",

**WITNESSETH:**

**WHEREAS**, Xcel has identified a need for improvements to their gas distribution system to provide additional resiliency during cold weather; and

**WHEREAS**, Xcel intends to install an underground 12" gas main extending between West Fargo and the City, known as the Fargo-West Fargo Natural Gas Project (the "Project") in accordance with the Project map attached hereto as Exhibit "A"; and

**WHEREAS**, Xcel has agreed to execute this Agreement required by City to supplement the permits necessary to install the Project in the Public Rights of Way (the "PROW") and existing public utility easements.

**NOW, THEREFORE**, for good and valuable consideration hereby acknowledged, it is by agreed by and between the parties hereto as follows:

1. Xcel and City understand and agree that this Agreement is intended to supplement City's existing excavation codes, regulations, and construction standards and specifications, and that Xcel shall be responsible for applying for all necessary and required permits before commencing any work on the Project.
2. Xcel and City understand and agree that the Project shall be completed in such a manner that the existing City project schedule will not be impacted. Specifically, City has an asphalt wear surface project scheduled to take place on 33<sup>rd</sup> Avenue South in the 2021 construction season. The City project consists of edge milling, leveling around existing manholes, and placing a new driving surface. Xcel agrees to prioritize the Project along 33<sup>rd</sup> Avenue South between Seter Parkway and 45<sup>th</sup> Street, and further agrees it will complete this portion of the Project no later than July 16, 2021. Completion for this portion of the Project shall be defined as pipeline install, backfilling complete, street cuts completely restored, sidewalks completed, and final grading in the boulevard. Xcel must secure City acceptance of these elements no later than July 16, 2021. City agrees to delay issuing a Notice to Proceed until July 19, 2021. Xcel understands and agrees that it may be responsible for damages to City for failure to timely achieve City acceptance.
3. Xcel agrees to contract with an independent testing firm approved by City to complete all material testing on the Project. Xcel will be responsible for all costs of testing, corrections or replacements necessary, to City satisfaction. Testing shall include, but is not limited to, compaction of the backfill material, aggregate material properties, asphalt oil content, asphalt compaction, concrete properties, concrete strength, and ride quality analysis. Testing details relating to test types and frequencies are detailed in the City of Fargo Standard Specifications, and must be adhered to at all times.
4. Xcel understands and agrees that all work in the PROW shall meet the applicable section in the City of Fargo Standard Specifications in effect at the time of this Agreement. However, Xcel

agrees that the oil used in asphalt shall be PG 58H-34 oil, despite the Standard Specification.

5. Xcel understands and agrees it is responsible for the condition of the PROW upon completion of the Project for a period of two (2) years ("Warranty period") from final acceptance upon Project completion ("Final acceptance"). Any settlement that occurs within two (2) years of acceptance will be repaired by Xcel, at Xcel's sole cost and expense. The City of Fargo will monitor the Project area and notify Xcel of any issues or concerns caused by the Project work, including but not limited to settlement during the Warranty period. Xcel shall remedy the issue or concern within 10 days of such notice, unless otherwise agreed to in writing. Notices shall be provided by email to the following:

Notice to Xcel:

Sheena Fennell  
970-222-3130  
[Sheena.L.Fennell@xcelenergy.com](mailto:Sheena.L.Fennell@xcelenergy.com)

Todd Hummell  
701-315-0393  
[Todd.J.Hummel@xcelenergy.com](mailto:Todd.J.Hummel@xcelenergy.com)

Brian Sullivan  
612-330-5925  
[Brian.E.Sullivan@xcelenergy.com](mailto:Brian.E.Sullivan@xcelenergy.com)

Notice to City:

Tim Nugent  
701-730-8678  
[TNugent@FargoND.gov](mailto:TNugent@FargoND.gov)

Deb Schmidt  
701-730-8653  
[DSchmidt@FargoND.gov](mailto:DSchmidt@FargoND.gov)

Kevin Gorder  
701-476-6775  
[kgorder@fargond.gov](mailto:kgorder@fargond.gov)

6. Xcel understands and agrees that complete closures of 23<sup>rd</sup> Avenue South, 32<sup>nd</sup> Avenue South, and 45<sup>th</sup> Street South shall not be permitted at any time during Project construction. City and Xcel agree that one eastbound lane of 23<sup>rd</sup> Avenue South shall remain open to unrestricted traffic at all times during Project construction to ensure access to Sanford Hospital Emergency Room and emergency personnel. Xcel further understands and agrees that one lane in each direction may be closed on 32<sup>nd</sup> Avenue South and 45<sup>th</sup> Street South during boring operations, but that all

remaining lanes on these roadways must remain open unless an emergency conditions exists. Xcel shall be responsible for proper Notice and signage of any road impacts from the Project in accordance with MUTCD standards.

7. City and Xcel agree that Xcel may close other Project impacted roads not listed in paragraphs 2 and 6 as needed. Xcel understands and agrees it will not close adjacent streets at the same time and that prior to any road closures, the roads on both sides of the closure must be fully open, including ADA complaint sidewalks and curb cuts. Xcel agrees to finish the roadway and sidewalk with all-weather surfacing. City agrees to permit driveways to be reopened with temporary gravel surfacing, provided that Xcel maintains the gravel surface and sweeps any gravel tracked onto the roadway with a vacuum type sweeper on a regular basis, to City's satisfaction. No sidewalk and road closures will be permitted without first securing acceptance of the immediately preceding work, on a block by block basis ("Interim acceptance").
8. Xcel agrees to use due care to preserve existing monuments. Xcel understands and agrees it is responsible for the replacement of section corners and property pins disturbed as part of the Project. Xcel shall employ a Registered Land Surveyor, licensed in North Dakota, in order to preserve and perpetuate land survey boundary monuments to place such markers, and shall further provide all necessary documentation.
9. Xcel agrees that construction work Mondays through Saturdays will not commence before 7:00 a.m., and will cease no later than 9:00 pm, and that work on Sunday requires Engineering notice and approval at least 72 hours in advance..
10. Xcel agrees to minimize tree impacts from the Project to the extent possible. Nevertheless, City has identified 102 trees along the project, 20 of which that could be impacted by the Project. To the extent the trees cannot be preserved in place, Xcel agrees to replace removed trees with trees of the same size and diameter. Tree planting must follow all City requirements published at the



time of this Agreement. In addition, Xcel shall warranty any tree replaced for a period of one year from the date of final acceptance of tree plantings and pay the City a warranty fee of \$600 per tree replaced.

11. Xcel agrees to complete Project restoration in accordance with Fargo Municipal Code §18-0910 on a block by block basis, including reinstallation of removed sidewalk, unless otherwise agreed to in writing signed by the parties, and further agrees to secure Interim acceptance before any additional road or sidewalk closures are permitted.
12. Xcel shall present City with a weekly Project report by end of day (4:30 p.m.) each Friday unless otherwise agreed to, detailing a schedule for the next two weeks of work on the Project, including but not limited to restoration schedule, street closures, sidewalk, and driveway impacts. City shall notify Xcel of any objection to the schedule within 3 days of receipt, at which time the parties shall meet and discuss possible resolutions.
13. Xcel will coordinate public media announcements with City staff on road closures, phasing, and changes in traffic control and the associated impacts. Xcel shall be responsible for all public information dissemination relating to the Project, and shall provide contact information via website and phone for public use.
14. Xcel, its successors and assigns, agrees to further hold the City harmless against any and all expenses, demands, claims or losses of any kind that may be sustained by City, its officers, agents and employees, its property, streets, sidewalks, or any other municipal improvements by reason of the use of the PROW as aforesaid. City shall have no responsibility for site conditions, locating or inspection of the PROW for Project purposes.
15. It is specifically understood and agreed that the City retains authority to operate and maintain existing above ground and underground municipal facilities in the Project area. Xcel shall be solely responsible for its employees, contractors and agents working in the PROW. In the event

City determines Project work is not in compliance with Ordinances, Permits granted, or City Standards and Specification, or poses a danger to the public, City shall provide Notice to Xcel for immediate remedy. In the event of an emergency, City shall cease Project work until such dangerous condition is remedied.

16. In lieu of itemized permit fees, Xcel agrees to a one time lump sum permit fee of \$35,000. Xcel agrees to pay this permit fee prior to work starting the PROW.
17. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.
18. The failure or delay of City to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the City to enforce each and every term of this Agreement.
19. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.
20. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.
21. Any modifications or amendments of this Agreement must be in writing and signed by

both parties to this Agreement.

Dated this 28 day of April, 2021.

**Northern State Power, d/b/a Xcel Energy, a Minnesota corporation**

By: [Signature]

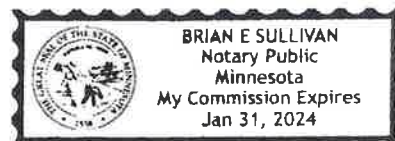
Its: Manager, Siting & Land Rights  
Xcel Energy Services Inc., an Authorized Agent  
for Northern States Power Company, a  
Minnesota corporation d/b/a Xcel Energy

STATE OF MINNESOTA \_\_\_\_\_ )  
 ) ss  
COUNTY OF HENNEPIN \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 4 day of April, 2021, by  
Peter D. Gitzen, of Northern States Power, Inc., d/b/a Xcel Energy, a corporation under the laws of  
Minnesota, on behalf of the corporation.

[Signature]  
Notary Public

(SEAL)



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**THE CITY OF FARGO, NORTH DAKOTA,**  
a municipal corporation

By \_\_\_\_\_  
Dr. Timothy J. Mahoney, M.D., Mayor

ATTEST:

\_\_\_\_\_  
Steven Sprague, Auditor

STATE OF NORTH DAKOTA     )  
  ) ss.  
COUNTY OF CASS                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, a notary public in and for said county and state, personally appeared Dr. Timothy J. Mahoney, M.D. and Steven Sprague, to me known to be the Mayor and Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the North Dakota municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public  
Cass County, North Dakota  
My commission expires: \_\_\_\_\_

This document was prepared by:  
Nancy J. Morris  
Assistant City Attorney  
Erik R. Johnson & Associates, Ltd.  
505 North Broadway, Suite 206  
Fargo, ND 58102  
701-280-1901  
[nmorris@lawfargo.com](mailto:nmorris@lawfargo.com)

Exhibit A



## REPORT OF ACTION

9

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. HD-19-A1

Type: Change Order #2

Location: 42<sup>nd</sup> Avenue North

Date of Hearing: 4/26/2021

RoutingDate

City Commission

5/3/2021

PWPEC File

X

Project File

Rob Hasey

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, related to Change Order #2 in the amount of \$15,491.50 for additional work.

Staff is recommending approval of Change Order #2 in the amount of \$15,491.50, bringing the total contract amount to \$631,980.21.

On a motion by Bruce Grubb, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Change Order #2 to LinnCo, Inc.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Order #2 in the amount of \$15,491.50, bringing the total contract amount to \$631,980.21 to LinnCo, Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

Developer meets City policy for payment of delinquent specials  
 Agreement for payment of specials required of developer  
 Letter of Credit required (per policy approved 5-28-13)

Yes No

N/A

N/A

N/A

COMMITTEE

Present Yes No Unanimous

☒

Tim Mahoney, Mayor

☐☐☐

Nicole Crutchfield, Director of Planning

☒☒☐

Steve Dirksen, Fire Chief

☒☒☐

Bruce Grubb, City Administrator

☒☒☐

Ben Dow, Director of Operations

☒☒☐

Steve Sprague, City Auditor

☒☒☐

Brenda Derrig, City Engineer

☒☒☐

Kent Costin, Finance Director

☐☐☐

ATTEST:

C: Kristi Olson



Brenda E. Derrig, P.E.  
 City Engineer

## Memorandum

**To:** Members of PWPEC  
**From:** Rob Hasey, Civil Engineer I, Storm Sewer Utility  
**CC:** Jody Bertrand, Division Engineer  
**Date:** April 26, 2021  
**Re:** Project No. HD-19-A1 – Change Order #2

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### Background:

Project # HD-19-A1 was bid on September 16, 2020 and includes the demolition and site restoration for several City owned properties that will be removed for future flood risk reduction projects.

Upon removal of the twinhome foundation at 701/709 Royal Oaks Drive, 7' of granular fill equating to 1,905 CY was found under and around the foundation. The foundation removal bid item includes the removal of gravel 24" outward and underneath the foundation. It was determined that 1,323 CY of granular material was above and beyond the foundation removal bid item quantity and is therefore eligible for extra payment. Unit pricing for the same work at other sites on this project was used to determine the \$11/CY removal price. Increase of \$14,553.00 to the contract.

Due to the excess gravel and sand removed, it was calculated that an additional 598 CY of clay was used to fill the foundation excavation. Increase of \$3,438.50 to the contract.

200 CY of embankment is being removed from the contract. This quantity was included in the plans to construct a temporary earthen levee at the east end of Royal Oaks Drive if conditions warranted its installation. Due to the low threat of major spring flooding the temporary levee was not constructed. The permanent levee project in Royal Oaks will be bid and constructed this summer (2021). Decrease of \$ -2,500.00 to the contract.

Attached is the signed change order from the Contractor. Total cost of Change Order #2: \$15,491.50.

### Recommended Motion:

Approve Change Order #2 in the amount of \$15,491.50. This project is 100% funded through Flood Sales Tax fund 460.



**CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT**

<b>Project No</b>	HD-19-A1	<b>Change Order No</b>	2
<b>Project Name</b>	Demolition, Site Restoration & Incidentals	<b>For</b>	LinnCo, Inc.
<b>Date Entered</b>	3/19/2021		

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

**EXPLANATION OF CHANGE:** Removal of granular fill from 701709 Royal Oaks Drive (twinhome)

Upon removal of the foundation at 701709 Royal Oaks Drive, 7' of granular fill equating to 1,905 CY was found under and around the foundation. The foundation removal bid item includes the removal of gravel 24" outward and underneath the foundation. It was determined that 1,323 CY of granular material was above and beyond the foundation removal bid item quantity and is therefore eligible for extra payment. Unit pricing for the same work at other sites on this project was used to determine the \$11/CY removal price.

Due to the excess gravel and sand removed, it was calculated that and additional 598 CY of clay was used to fill the foundation excavation.

200 CY of embankment is being removed from the contract. This quantity was included in the plans to construct a temporary earthen levee at the east end of Royal Oaks Drive if conditions warranted its installation. Due to the low threat of major spring flooding the temporary levee was not constructed. The permanent levee project in Royal Oaks will be bid and constructed this summer (2021).

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
#2B - #701#709	54	Excavation	CY	2,500.00	0.00	2,500.00	598.00	3,098.00	5.75	3,438.50
	56	Embankment	CY	200.00	0.00	200.00	-200.00	0.00	12.50	-2,500.00
	128	Excavation	CY	0.00	0.00	0.00	1,323.00	1,323.00	11.00	14,553.00
<b>#2B - #701#709 Sub Total (\$)</b>										15,491.50

**Summary**

Sales Tax Funds - Flood Control - 460

<b>Source Of Funding</b>	15,491.50
<b>Net Amount Change Order # 2 (\$)</b>	40,651.00
<b>Previous Change Orders (\$)</b>	575,837.71
<b>Original Contract Amount (\$)</b>	631,960.21
<b>Total Contract Amount (\$)</b>	

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

**CONTRACT TIME**

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
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CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

03/01/2021	0.00	03/01/2021
<b>Description</b>		
<b>APPROVED</b>		
For Contractor		
Title		
	<p><i>Rich L.</i> Lundco, Inc. President +</p>	<p><b>APPROVED DATE</b>                  Department Head <i>[Signature]</i>                  Mayor                  Attest</p>
		4/28/21

(10)

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. UR-20-A1

Type: Change Order #4

Location: 14<sup>th</sup> - 16<sup>th</sup> Ave S & 33<sup>rd</sup> - 35<sup>th</sup> St

Date of Hearing: 4/26/2021

RoutingDate

City Commission

5/3/2021

PWPEC File

X

Project File

Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, regarding Change Order #4 in the amount of \$7,204.00 requested by Dirt Dynamics for additional work.

Staff is recommending approval of Change Order #4 in the amount of \$7,204.00, bringing the total contract amount to \$ 735,243.60.

On a motion by Bruce Grubb, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Change Order #4 to Dirt Dynamics.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Change Order #4 in the amount of \$7,204.00, bringing the total contract amount to \$735,243.60 to Dirt Dynamics.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Utility Funds & Special Assessments

Developer meets City policy for payment of delinquent specials  
 Agreement for payment of specials required of developer  
 Letter of Credit required (per policy approved 5-28-13)

Yes No

N/A

N/A

N/A

COMMITTEE

Present Yes No Unanimous

☒

Tim Mahoney, Mayor

☐☐☐

Nicole Crutchfield, Director of Planning

☒☒☐

Steve Dirksen, Fire Chief

☒☒☐

Bruce Grubb, City Administrator

☒☒☐

Ben Dow, Director of Operations

☒☒☐

Steve Sprague, City Auditor

☒☒☐

Brenda Derrig, City Engineer

☒☒☐

Kent Costin, Finance Director

☐☐☐

ATTEST:



Brenda E. Derrig, P.E.  
 Assistant City Engineer

C: Kristi Olson

## Memorandum

**To:** Members of PWPEC  
**From:** Roger E. Kluck, PE, CFM Civil Engineer II Storm Sewer & Floodplain  
**Date:** April 20, 2021  
**Re:** Project No. UR-20-A1 Storm Sewer Repairs & Incidentals – Change Order #4

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### **Background:**

Project No. UR-20-A1 was bid on March 4, 2020. The project began July 14, 2020. Late in the fall, Engineering was notified that repairs were needed to the culvert ends in the maintenance access to the airport on the south side of 40<sup>th</sup> Avenue North at CR 31. The 40<sup>th</sup> Avenue North centerline culvert end had settled, one concrete joint had separated near the edge of the road-requiring repair, and the two driveway metal culvert ends were partially crushed. Change Order #4 was developed for a total cost of \$7,204.00.

Change Order #4 will be paid using Storm Sewer Utility Funds. The pricing submitted is reasonable and was the lowest of three quotes received. Engineering recommends approval.

### **Recommended Motion:**

Approve Change Order #4 in the amount of \$7,204.00.

REK/klb

C: Jody Bertrand, Division Engineer



**CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT**

Improvement District No	UR-20-A1	Change Order No	4
Project Name	Storm Sewer Repairs & Incidentals	For	Dirt Dynamics
Date Entered	1/22/2021		

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

**EXPLANATION OF CHANGE:** Culvert repair 40th Ave N/CR31

Work includes remove and replace culvert ends on south side of 40th Ave N at CR 31.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Section E	126	F&I Flared End Section 36" Dia Reinf Conc	EA	0.00	0.00	0.00	1.00	1.00	2,717.00	2,717.00
	127	F&I Flared End Section Arch Equiv 24" Corr Steel	EA	0.00	0.00	0.00	2.00	2.00	931.00	1,862.00
	128	Mobilization	LS	0.00	0.00	0.00	1.00	1.00	1,200.00	1,200.00
	129	Repair Pipe 36" Dia	EA	0.00	0.00	0.00	1.00	1.00	1,425.00	1,425.00
<b>Section E Sub Total (\$)</b>									<b>7,204.00</b>	

**Summary**

Source Of Funding	Utility Funds - Stormwater - 524
Net Amount Change Order # 4 (\$)	7,204.00
Previous Change Orders (\$)	38,648.50
Original Contract Amount (\$)	689,391.10
Total Contract Amount (\$)	735,243.60

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

**CONTRACT TIME**

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
10/09/2020	10/23/2020	0.00	240.00	10/09/2020	06/20/2021



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Description

Contractor reached substantial completion around freezeup so this work and grass growth is extending the work thru spring 2021

APPROVED

For Contractor

Title

  
Estimator

APPROVED DATE

Department Head

  
4/28/21

Mayor

Attest

## REPORT OF ACTION

(11)

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-19-B0

Type: Contract Amendment #3

Location: Royal Oaks

Date of Hearing: 4/26/2021

RoutingDate

City Commission

5/3/2021

PWPEC File

X

Project File

Nathan Boerboom

The Committee reviewed the accompanying correspondence from Division Engineer, Nathan Boerboom, regarding Contract Amendment #3 submitted by Houston Engineering in the amount of \$31,000.00 for additional work.

Staff is recommending approval of Contract Amendment #3 in the amount of \$31,000.00, bringing the total Contract amount to \$199,000.00.

On a motion by Bruce Grubb, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Contract Amendment #3 to Houston Engineering.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Contract Amendment #3 in the amount of \$31,000.00 bringing the total contract amount to \$199,000.00 to Houston Engineering.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax (460)

Developer meets City policy for payment of delinquent specials  
 Agreement for payment of specials required of developer  
 Letter of Credit required (per policy approved 5-28-13)

Yes	No
	N/A
	N/A
	N/A

COMMITTEE

Present	Yes	No	Unanimous
			<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Bruce Grubb, City Administrator


Ben Dow, Director of Operations

Steve Sprague, City Auditor

Brenda Derrig, City Engineer

Kent Costin, Finance Director

ATTEST:

  
 Brenda E. Derrig, P.E.  
 City Engineer

C: Kristi Olson

## Memorandum

**To:** Members of PWPEC

**From:** Nathan Boerboom  
Division Engineer

**Date:** April 21, 2021

**Subject:** Contract Amendment #3  
Royal Oaks Area Flood Mitigation – Project #FM-19-B0

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Design on the above referenced project has been completed and is currently out for bids for construction this upcoming summer. During final design of this project, the City was able to purchase 3680 River Drive South, which was the last property remaining for acquisition on River Drive South.

Instead of creating a separate construction project for the removal of the structure and the construction of a levee at 3680 River Drive South, staff determined it would be more efficient to add this work to the Royal Oaks project. Therefore, we asked Houston Engineering to complete the plans and specifications for this work. The attached proposed contract amendment is for the design efforts for 3680 River Drive South, as well as, the additional construction administration and testing for this property.

The following are the tasks where budget amendments are being requested:

- Task 6 (Design and Plan Preparation) – Increase of \$16,000
- Task 7 (Construction Administration, Observation and Survey) – Increase of \$10,000
- Task 8 (Quality Control Testing Amendment) – Increase of \$5,000

If approved, the following will be the revised contract amounts for this project:

- Project Development - \$103,000 (increase of \$16,000)
- Construction Administration, Inspection & Survey - \$96,000 (increase of \$15,000)

Full descriptions of the work associated with the tasks can be seen on the attached amendment submitted by Houston Engineering.

### **Recommended Motion:**

Approval of Contract Amendment #3 for FM-19-B0, the Royal Oaks Area Flood Mitigation, in the amount of \$31,000.00 to Houston Engineering.

Fargo Corporate Office P 701.237.5065 F 701.237.5101

1401 21st Avenue North Fargo ND 58102



Houston Engineering Inc.

# PROFESSIONAL SERVICES

## AMENDMENT NO. 3 - FOR ADDITIONAL ENGINEERING SERVICES

**Project:** City of Fargo Project FM-19-B0 – Royal Oaks Area Flood Mitigation  
HE Project No. 6059-0164

**Client:** City of Fargo  
225 4<sup>th</sup> Street N.  
Fargo, ND 58102  
Phone (701) 241-1545  
Attn: Nathan Boerboom, Division Engineer

**Location  
of Project:** City of Fargo, Cass County, North Dakota

**Description  
of Work:** This contract amendment is for additional Professional Engineering services necessary to develop final plans and specifications for the above referenced project. During final design, the City of Fargo was able to purchase 3680 River Dr. S. The acquisition of this property allows the gap in the current levee system to be filled. In order to complete final and incorporate this portion of the project into the plans and specifications, additional Professional Engineering services beyond the original project scope will be required. The additional services required are broken down by task in the following sections.

### **Task 6 – Design and Plan Preparation Amendment**

As previously stated, the demolition and construction of a levee at 3680 River Dr S will be incorporated into the construction plans and specifications for the Royal Oaks Flood Risk Management Project. We will also complete a NDSWC Construction Permit reauthorization request to reauthorize the previous OSE permit for this area. We request the following budget amendment to cover these additional costs.

**Task 6 Budget Amendment     \$16,000**

Bismarck 701.323.0200 701.323.0300  
Maple Grove 763.493.4522 763.493.5572

Minot 701.852.7931 701.858.5655  
Thief River Falls 218.681.2951 218.681.2987





Page 2

**Task 7 – Construction Administration, Observation and Survey Amendment**

As previously stated, the demolition and construction of a levee at 3680 River Dr S will increase scope of construction and require additional administration, observation, and survey. We request the following budget amendment to cover these additional costs.

**Task 7 Budget Amendment      \$10,000**

**Task 8 – Quality Control Testing Amendment**

As previously stated, the demolition and construction of a levee at 3680 River Dr S will increase scope of construction and require additional compaction testing and inspection trench observation. We request the following budget amendment to cover these additional costs.

**Task 7 Budget Amendment      \$5,000**

**Basis of**

**Proposal:** This amendment covers the additional services as described above.

**Fee:** The total budget for the above described tasks is **\$31,000**. Additional work required beyond the scope listed above will be billed at our current hourly rates.

**Conditions:** The work outlined in this amendment will be performed in accordance with the Agreement for Professional Services for City Project # FM-19-B0 dated May 6, 2019.

Upon receipt of written acceptance of this amendment, Houston Engineering, Inc. will begin performing the additional work outlined above.

**HOUSTON ENGINEERING, INC.**

A handwritten signature in black ink, appearing to read 'Michael P. Love'.

Michael P. Love, PE  
Project Manager

(12-1)

April 28, 2021

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Project No. FM-19-B1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, April 28, 2021, for Royal Oaks & River Drive Flood Risk Management Project, Project No. FM-19-B1, located at Royal Oaks Drive North and River Drive South.

The bids were as follows:

Master Construction Co. Inc.	\$ 755,768.45
Border States Paving, Inc.	\$ 828,542.90
Industrial Builders, Inc.	\$ 853,693.40
LinnCo, Inc.	\$ 924,063.83
Excavating, Inc. - Fargo	\$ 995,584.95
KPH, Inc.	\$ 1,018,983.05
Sellin Brothers, Inc.	\$ 1 060 881.70
Northern Improvement Co.	\$ 1,085,459.49
Meyer Contracting, Inc	\$ 1,100,523.69
Key Contracting, Inc.	\$ 1,258,513.55
Engineer's Estimate	\$ 1,103,464.10

The special assessment escrow is not required.

This office recommends award of the contract to Master Construction Co. Inc. in the amount of \$755,768.45 as the lowest and best bid.

Sincerely,



Tom Knakmuhs  
Assistant City Engineer

TAK/klb



**ENGINEER'S STATEMENT OF ESTIMATED COST**  
**PROJECT # FM-19-B1**  
**Royal Oaks & River Drive Flood Risk Management Project**

Royal Oaks Drive and River Drive South

WHEREAS, bids have been opened and filed for the above described Project for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Assistant City Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Royal Oaks & River Drive Flood Risk Management Project Project # FM-19-B1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Sanitary Sewer</b>				
1 F&I Manhole 4' Dia Reinf Conc	EA	1.00	5,200.00	5,200.00
2 Remove Manhole	EA	2.00	1,000.00	2,000.00
3 Remove Pipe All Sizes All Types	LF	208.00	11.00	2,288.00
4 Eliminate Sewer Service	EA	8.00	4,900.00	39,200.00
<b>Sanitary Sewer Total</b>				<b>48,688.00</b>
<b>Watermain</b>				
5 F&I Fittings Ductile Iron	LB	100.00	10.00	1,000.00
6 F&I Hydrant	EA	1.00	4,900.00	4,900.00
7 Salvage Hydrant	EA	1.00	1,550.00	1,550.00
8 F&I Pipe C900 DR 18 - 6" Dia PVC	LF	15.00	90.00	1,350.00
9 Remove Pipe All Sizes All Types	LF	207.00	11.00	2,277.00
10 F&I Gate Valve 6" Dia	EA	1.00	2,970.00	2,970.00
11 Eliminate Water Service	EA	8.00	4,100.00	32,800.00
<b>Watermain Total</b>				<b>46,847.00</b>
<b>Storm Sewer</b>				
12 F&I Manhole 4' Dia Reinf Conc	EA	1.00	4,100.00	4,100.00
13 Remove Manhole	EA	1.00	1,000.00	1,000.00
14 F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	2.00	3,100.00	6,200.00
15 F&I Inlet - Single Box (SBI) Reinf Conc	EA	2.00	3,000.00	6,000.00
16 Remove Inlet	EA	2.00	500.00	1,000.00
17 F&I Pipe 15" Dia	LF	120.00	47.00	5,640.00
18 Remove Pipe All Sizes All Types	LF	110.00	11.00	1,210.00
19 F&I Pipe w/GB 15" Dia Reinf Conc	LF	37.00	75.00	2,775.00
<b>Storm Sewer Total</b>				<b>27,925.00</b>
<b>Paving</b>				
20 Remove Pavement All Thicknesses All Types	SY	1,768.00	12.50	22,100.00
21 Subgrade Preparation	SY	1,050.00	2.50	2,625.00
22 F&I Woven Geotextile	SY	1,050.00	2.10	2,205.00
23 F&I Class 5 Agg - 7" Thick	SY	1,050.00	9.75	10,237.50
24 F&I Edge Drain 4" Dia PVC	LF	327.00	9.00	2,943.00
25 F&I Curb & Gutter Mountable (Type I)	LF	327.00	32.10	10,496.70
26 Remove Curb & Gutter	LF	839.00	5.00	4,195.00
27 F&I Asphalt Pavement FAA 43 w/ PG58H-34	TON	179.00	92.50	16,557.50
28 Casting to Grade - Blvd	EA	3.00	400.00	1,200.00

**ENGINEER'S STATEMENT OF ESTIMATED COST****PROJECT # FM-19-B1****Royal Oaks & River Drive Flood Risk Management Project**

29 Casting to Grade - no Conc	EA	3.00	450.00	1,350.00
30 Temp Construction Entrance	EA	1.00	2,200.00	2,200.00
31 Traffic Control - Type 1	LS	1.00	500.00	500.00
<b>Paving Total</b>				<b>76,609.70</b>
<b>Miscellaneous</b>				
32 Mobilization	LS	1.00	10,000.00	10,000.00
33 Clear & Grub	LS	1.00	4,000.00	4,000.00
34 Remove Tree	EA	48.00	410.00	19,680.00
35 Silt Fence - Standard	LF	1,263.00	2.50	3,157.50
36 Sediment Control Log 10" to 15" Dia	LF	340.00	5.00	1,700.00
37 Inlet Protection - New Inlet	EA	4.00	275.00	1,100.00
38 Inlet Protection - Existing Inlet	EA	5.00	275.00	1,375.00
39 Demolition	EA	2.00	500.00	1,000.00
40 Remove Foundation All Types	EA	2.00	17,500.00	35,000.00
41 Relocate Street Light	EA	2.00	650.00	1,300.00
42 F&I Base 5' Deep Reinf Conc	EA	2.00	2,000.00	4,000.00
43 Remove Base	EA	2.00	710.00	1,420.00
44 F&I Conductor #6 USE Cu	LF	468.00	4.00	1,872.00
45 F&I Innerduct 1.5" Dia	LF	156.00	21.00	3,276.00
46 F&I Decid Tree 1" Dia	EA	122.00	280.00	34,160.00
<b>Miscellaneous Total</b>				<b>123,040.50</b>
<b>Flood Mitigation</b>				
47 Topsoil - Strip	CY	2,900.00	2.90	8,410.00
48 Topsoil - Spread	CY	2,900.00	3.30	9,570.00
49 Topsoil - Import	CY	500.00	5.00	2,500.00
50 Fill - Import	CY	500.00	5.00	2,500.00
51 Fill - Haul	CY	15,545.00	10.00	155,450.00
52 Embankment	CY	4,045.00	3.45	13,955.25
53 Excavation	CY	19,590.00	3.00	58,770.00
54 Subcut	CY	500.00	14.00	7,000.00
55 Mulching Type 1 - Hydro	SY	17,610.00	0.35	6,163.50
56 Seeding Type C	SY	17,610.00	0.40	7,044.00
57 Overseeding	SY	17,610.00	0.20	3,522.00
58 Weed Control Type B	SY	17,610.00	0.10	1,761.00
59 F&I Erosion Control Blanket Type 3	SY	3,065.00	2.50	7,662.50
60 Inspection Trench	CY	1,840.00	6.40	11,776.00
<b>Flood Mitigation Total</b>				<b>296,084.25</b>
<b>3680 River Dr S</b>				
61 Mobilization	LS	1.00	5,000.00	5,000.00
62 Clear & Grub	LS	1.00	2,500.00	2,500.00
63 Remove Tree	EA	22.00	410.00	9,020.00
64 Eliminate Sewer Service	EA	1.00	7,500.00	7,500.00
65 Eliminate Water Service	EA	1.00	7,000.00	7,000.00
66 Remove Manhole	EA	1.00	5,500.00	5,500.00
67 Plug Pipe 27" thru 36" Dia	EA	1.00	550.00	550.00

**ENGINEER'S STATEMENT OF ESTIMATED COST****PROJECT # FM-19-B1****Royal Oaks & River Drive Flood Risk Management Project**

68 Remove Pipe All Sizes All Types	LF	288.00	15.00	4,320.00
69 F&I Decid Tree 1" Dia	EA	44.00	275.00	12,100.00
70 Topsoil - Strip	CY	480.00	3.00	1,440.00
71 Topsoil - Spread	CY	480.00	3.00	1,440.00
72 Topsoil - Import	CY	200.00	25.00	5,000.00
73 Fill - Import	CY	2,155.00	10.50	22,627.50
74 Embankment	CY	300.00	4.00	1,200.00
75 Excavation	CY	300.00	3.00	900.00
76 Remove Sidewalk All Thicknesses All Types	SY	200.00	10.00	2,000.00
77 Mulching Type 1 - Hydro	SY	12,330.00	0.35	4,315.50
78 Seeding Type C	SY	4,990.00	0.40	1,996.00
79 Overseeding	SY	12,330.00	0.20	2,466.00
80 Weed Control Type B	SY	4,990.00	0.10	499.00
81 Temp Construction Entrance	EA	1.00	1,200.00	1,200.00
82 F&I Erosion Control Blanket Type 3	SY	1,140.00	2.50	2,850.00
83 Inlet Protection - Existing Inlet	EA	6.00	275.00	1,650.00
84 Demolition	EA	1.00	25,500.00	25,500.00
85 Remove Foundation All Types	EA	1.00	5,000.00	5,000.00
86 Inspection Trench	CY	400.00	5.00	2,000.00
87 Traffic Control - Type 1	LS	1.00	1,000.00	1,000.00

**3680 River Dr S Total 136,574.00****Total Construction in \$ 755,768.45**

Engineering	4.00 %	30,230.74
Contingencies	10.00 %	75,576.84
Outside Engineering	26.46 %	199,976.33

**Total Estimated Costs 1,061,552.36**

Sales Tax Funds - Flood Control - 460 1,061,552.36

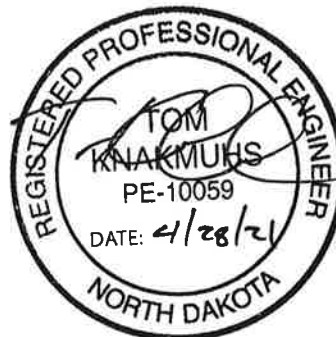
**Unfunded Costs 0.00**

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 04/28/2021

Tom Knakmuhs

Assistant City Engineer



12-2

April 28, 2021

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Project No. FM-19-E1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, April 28, 2021, for Elm Circle Flood Risk Management Project, Project No. FM-19-E1, located at Elm Circle.

The bids were as follows:

Key Contracting Inc	\$ 819,227.80
Border States Paving Inc	\$ 843,644.00
LinnCo Inc	\$ 870,223.00
KPH Inc	\$ 898,275.75
Excavating Inc - Fargo	\$ 929,363.90
Sellin Brothers Inc	\$ 947,495.00
Industrial Builders Inc	\$1,036,900.00
Meyer Contracting Inc	\$1,051,543.95
Northern Improvement Co	\$1,111,721.60
Engineer's Estimate	\$ 991,522.50

The special assessment escrow is not required.

This office recommends award of the contract to Key Contracting Inc in the amount of \$819,227.80 as the lowest and best bid.

Sincerely,



Tom Knakmuhs  
Assistant City Engineer

TAK/jmg

**ENGINEER'S STATEMENT OF ESTIMATED COST****PROJECT # FM-19-E1****Elm Circle Flood Risk Management Project**

Elm Circle

WHEREAS, bids have been opened and filed for the above described Project for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Assistant City Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Elm Circle Flood Risk Management Project Project # FM-19-E1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Storm Sewer</b>					
1	Remove Manhole	EA	1.00	1,200.00	1,200.00
2	F&I Manhole 4' Dia Reinf Conc	EA	1.00	4,000.00	4,000.00
3	F&I Manhole 8' Dia Reinf Conc	EA	1.00	12,000.00	12,000.00
4	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	5.00	3,500.00	17,500.00
5	F&I Inlet - Round (RDI) Reinf Conc	EA	1.00	3,500.00	3,500.00
6	F&I Pipe 15" Dia	LF	780.00	68.00	53,040.00
7	F&I Casting - Std Manhole	EA	2.00	800.00	1,600.00
<b>Storm Sewer Total</b>					<b>92,840.00</b>
<b>Paving</b>					
8	Remove Pavement All Thicknesses All Types	SY	1,750.00	4.00	7,000.00
9	Subgrade Preparation	SY	1,400.00	4.00	5,600.00
10	F&I Woven Geotextile	SY	1,400.00	2.50	3,500.00
11	F&I Class 5 Agg - 6" Thick	SY	1,400.00	8.00	11,200.00
12	F&I Sidewalk 4" Thick Reinf Conc	SY	275.00	76.50	21,037.50
13	F&I Asphalt Pavement FAA 43 w/ PG58H-34	TON	460.00	79.20	36,432.00
14	Casting to Grade - Blvd	EA	7.00	400.00	2,800.00
15	Casting to Grade - no Conc	EA	1.00	400.00	400.00
16	Temp Construction Entrance	EA	1.00	3,000.00	3,000.00
17	Traffic Control - Type 1	LS	1.00	900.00	900.00
<b>Paving Total</b>					<b>91,869.50</b>
<b>Miscellaneous</b>					
18	Mobilization	LS	1.00	41,200.00	41,200.00
19	F&I Swing Gate	EA	3.00	1,895.00	5,685.00
20	F&I Bollards	EA	1.00	1,200.00	1,200.00
21	F&I Fence	LF	306.00	74.00	22,644.00
22	Remove Fence	LF	355.00	17.00	6,035.00
23	Clear & Grub	LS	1.00	13,000.00	13,000.00
24	Remove Tree	EA	25.00	300.00	7,500.00
25	Silt Fence - Standard	LF	1,435.00	2.10	3,013.50
26	Inlet Protection - New Inlet	EA	6.00	220.00	1,320.00

**ENGINEER'S STATEMENT OF ESTIMATED COST****PROJECT # FM-19-E1****Elm Circle Flood Risk Management Project**

27 Inlet Protection - Existing Inlet	EA	2.00	185.00	370.00
28 Demolition	EA	1.00	15,500.00	15,500.00
29 Remove Foundation All Types	EA	1.00	14,000.00	14,000.00
30 F&I Conif Tree Varying Height	EA	10.00	575.00	5,750.00
31 F&I Decid Tree 1" Dia	EA	66.00	270.00	17,820.00
32 F&I Rock Mulch	CY	18.00	150.00	2,700.00
33 F&I Retaining Wall	SF	1,010.00	115.00	116,150.00
<b>Miscellaneous Total</b>				<b>273,887.50</b>

**Flood Mitigation**

34 Topsoil - Strip	CY	6,600.00	4.25	28,050.00
35 Topsoil - Spread	CY	1,700.00	3.50	5,950.00
36 Topsoil - Haul	CY	3,470.00	13.00	45,110.00
37 Fill - Import	CY	18,600.00	12.00	223,200.00
38 Embankment	CY	1,430.00	6.00	8,580.00
39 Excavation	CY	300.00	6.00	1,800.00
40 Subcut	CY	2,000.00	7.50	15,000.00
41 Mulching Type 1 - Hydro	SY	14,770.00	0.35	5,169.50
42 Seeding Type C	SY	14,770.00	0.45	6,646.50
43 Overseeding	SY	14,770.00	0.12	1,772.40
44 Weed Control Type B	SY	14,770.00	0.12	1,772.40
45 F&I Erosion Control Blanket Type 3	SY	5,400.00	2.60	14,040.00
46 Inspection Trench	CY	885.00	4.00	3,540.00
<b>Flood Mitigation Total</b>				<b>360,630.80</b>

**Total Construction in \$ 819,227.80**

Engineering	4.00 %	32,769.11
Contingencies	10.00 %	81,922.78
Outside Engineering	27.46 %	224,959.95
<b>Total Estimated Costs</b>		<b>1,158,879.65</b>
Sales Tax Funds - Flood Control - 460		1,158,879.65
<b>Unfunded Costs</b>		<b>0.00</b>

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 04/28/2021



Tom Knakmuhs

Assistant City Engineer







(13)

April 28, 2021

Fargo City Commission  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

RE: FARGODOME Exterior Canopy and Brick Joint Repair – RFP21089

Commissioners:

The Fargo Dome Authority requests your approval of their selection of the low bidder for the repair and maintenance of the outdoor canopies surrounding FARGODOME. This work will involve repairing, sealing, etc. of areas of concrete cracking and spalling on the exterior canopies, as well as repair/replace the caulking in the exterior expansion, control and angle relief joints of the brick exterior as needed. The Fargo Dome Authority worked with RL Engbretson to evaluate the work needed, prepare the bidding documents and evaluate the responses received.

Through a competitive bid process, two (2) bids were received as shown on the attached Bid Tabulation form. When taking in to consideration the Unit Costs (Unit Price 3, 4, 5 & 6) on the attached Bid Tabulation, along with the estimated lineal feet of work required for each type of brick joint repair, the low bidder was determined to be Ram Construction.

Using the pricing received from Ram Construction, along with the estimated lineal footage of brick joints to be evaluated/repared and other costs associated with this project, the budget for this project would be:

Ram Construction:	\$ 397,646.00
Project Contingency:	\$ 39,754.00
Architect/Engineer Fees:	<u>\$ 50,000.00</u>
	\$ 487,400.00

At their meeting held on April 27, 2021, the Fargo Dome Authority voted to accept the bid from Ram Construction for this project and approve the overall project budget at \$487,400 to fund all aspects of the project, and to request the project budget be allocated from the FARGODOME Surplus fund.

Requested Motion: To approve the bid from Ram Construction and the overall project budget of \$487,400.00, as accepted by the Fargo Dome Authority and their sub-committees at their April 2021 meetings, and to fund the project out of the FARGODOME surplus fund.

Thank you for your consideration of this matter.

Very truly yours,

Rob Sobolik  
General Manager, FARGODOME

Attachment



# FARGODOME



**R.L.Engelbreton**  
ARCHITECTURE  
INTERIORS & CONSTRUCTION

[illegible]



(14)

April 28, 2021

Fargo City Commission  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

RE: FARGODOME Food & Beverage Point of Sale System – RFP21090

Commissioners:

The Fargo Dome Authority requests your approval of their selection of Appetize as the contractor to replace the FARGODOME Food & Beverage Point of Sale System.

Through an RFP process, seven (7) proposals were submitted by vendors. The results for the hardware, software, installation, training and one (1) year of software subscription costs are as summarized below and on the attached bid tab sheet:

<u>Firm</u>	<u>Amount</u>
Appetize	\$175,931.60
Fiserv/Bypass	\$208,211.00
Volante	\$233,988.00
Retail Data Systems	\$265,994.43
Squirrel	\$358,771.00
NC Busi. Products/Oracle	\$370,227.82
Agilysys	\$417,456.82

Upon review of all submissions, it was determined that all vendors met the specifications required and price was within the range of expected parameters.

At their meetings on Wednesday, April 21, 2021 and Tuesday, April 27, 2021, the FDA Finance and Building Committees and the Fargo Dome Authority, approved the proposal and voted to award the project to Appetize. Funding for this project is budgeted within the FARGODOME Capital Expenditure Budget previously approved by both the Fargo Dome Authority and the Fargo City Commission.

**Requested Motion: To approve the selection of Appetize to replace the FARGODOME Food & Beverage Point of Sale System for the amount of \$175,931.60 as accepted by the Fargo Dome Authority, at their meeting on April 27, 2021.**

Thank you for your consideration of this matter.

Very truly yours,

Rob Sobolik  
General Manager, FARGODOME

Attachment

Food & Beverage Point of Sale System  
 FARGODOME  
 Fargo, ND

Bid Date: February 19, 2021

COMPANY	Initial Hardware / Software / Installation & Training Costs	Annual Software Subscription Costs	Comments
AGILYSYS	\$ 334,954.82	\$ 82,502.00	\$417,456.82
APPETIZE	\$ 141,133.85	\$ 34,797.75	\$175,931.60
FISERV / BYPASS	\$ 170,951.00	\$ 37,260.00	\$208,211.00
NORTH COUNTRY BUSINESS PRODUCTS / ORACLE	\$ 272,295.92	\$ 97,931.90	\$370,227.82
RETAIL DATA SYSTEMS	\$ 227,179.01	\$ 38,815.42	\$265,994.43
SQUIRREL	\$ 325,481.00	\$ 33,290.00	\$358,771.00
VOLANTE	\$ 181,008.00	\$ 52,980.00	\$233,988.00



(15)

April 27, 2021

Fargo City Commission  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**RE: Newman Outdoor Stadium Project Management by RL Engebretson – SSP21102**

Commissioners:

Your approval is requested of the enclosed Services Proposal from RL Engebretson for project management services for multiple projects at Newman Field.

RL Engebretson completed a long term capital plan for Newman Field in 2019 which contained a number of deferred maintenance items along with many items being suggested for future work/improvements at the facility. Many of the items/projects within the plan will require the use of an architecture firm to create and manage the construction documents, bidding and construction administration of these projects. Through discussions between City of Fargo, FM RedHawks and NDSU Athletics personnel, several items from the long term capital plan have been identified for completion, or to be started, in 2021. These items, along with related cost estimates, include:

- |  |           |
|--|-----------|
| - Concrete & Masonry – Repair/Cleaning                     | \$ 6,000  |
| - Stadia Expansion Joint Repair                            | \$ 16,000 |
| - Sealing Building Control Joints                          | \$ 15,000 |
| - Repair/Replace Generator & Transformer Pads              | \$ 4,000  |
| - Press Box Window Replacement                             | \$ 24,000 |
| - Rooftop Unit (RTU) Replacement / Locker Room Ventilation | \$270,000 |

Because of their long history with Newman Field, including the original design / construction, project management of past work on the facility, and their creation of the long term capital plan, at their meeting on Monday, April 26, 2021, the City of Fargo Finance Committee approved the enclosed Services Proposal from RL Engebretson to perform project management functions on a sole source basis for the projects being identified above at Newman Field. The fixed fee proposed to complete the construction documents and bidding phases is \$45,000, including Consultant fees. Project time will be billed on an hourly rate during construction, with anticipated fees to be approximately \$12,000. Reimbursable expenses, as needed, would be billed at cost +10%. This fee structure is based on the previously mentioned project list with an approximate cost of \$335,000.

**Requested Motion: To accept the Services Proposal as presented by RL Engebretson and to move forward with the listed projects at Newman Field.**

Thank you for your consideration of this matter.

Very truly yours,

Rob Sobolik

General Manager, FARGODOME



April 9, 2021

Newman Stadium Management Committee

Attn: Rob Sobolik

225 4th Street North

Fargo, ND 58102

Re: Services Proposal for Newman Outdoor Field – 2021 Stadium Capital Improvements

Mr. Sobolik:

We have compiled the following scope of work and price fee proposal. Please review the following with the intent to be included in a B101 agreement:

**Article 1 – Basic Scope of Work**

The Project consists of multiple scope elements identified within the 2019 Long-Term Capital Improvements Plan [CIP] for the City of Fargo's Newman Outdoor Field. Scope elements are identified below and are a portion of the work identified within the first five years of the CIP. Project shall encompass re-verifying all existing conditions for the Scope Elements; preparing necessary documents for the work to be constructed; and administering the contracted work. Related project scope shall include consultants deemed necessary for the work.

2021 Scope Elements from Capital Planning

- Concrete & Masonry - Repair & Cleaning
- Press Box Window Replacement
- Stadia Expansion Joints
- Seal Building Control Joints
- Repair Generator & Transformer Pads
- RTU Replacement / Locker Room Ventilation – Multiple Units
- Ductwork Cleaning

**Article 2 – Basic Services Provided**

Architectural design services for Stadium. Phases include Construction Documents, Bidding and Standard Construction Administration.

- Verify and establish scope of work for each element
- Construction Documents [Specs/Drawings] per Scope Element as required
- Bidding Documents as required
- Construction Administration as required for Scope Elements

*Results. Done Right.*



### **Article 3 – Compensation**

Compensation for services described in Article 1 & 2 above will be on the following basis.

R.L. Engebretson proposes a fixed fee through construction documents/bidding of \$45,000, including Consultant fees. Project time will be billed on an hourly rate during construction, which is anticipated to approximately be \$12,000. Basis for proposed fees are on the Scope Elements from the CIP Appendix B, 2019 Cost and Timeline of \$335,000. Current construction costs have increased.

### **Article 4 – Reimbursable Expenses**

Reimbursable Expenses, as needed, shall consist of:), large format printing (in excess of 11x17) expenses, graphic design work and presentation boards. Reimbursable expenses will be presented to the Owner as cost plus 10% handling.

### **Article 5 – Key Project Personnel**

Rich Wiemken – Principal Architect X  
Donovan Larson – Project Manager IX  
David and/or John Skarphol – Building Tech IX  
Production & Support Staff  
Rates – See Exhibit B

### **Article 6 – Schedule**

R.L. Engebretson shall coordinate along with Owner, a reasonable schedule to be determined and agreed by both parties. RLE is ready to start work immediately and are committed until project scope completion. RLE understands the importance of getting the project completed coordinated with occupancy & events.

Proposed timeline of project:

Most items are to be completed throughout the year with minimal to no event disruption anticipated or preferred.

Exceptions:

- Press box windows & RTU Replacement – Fall 21 work
- All other work scope – require sequencing with events

Thank you for the opportunity to work with the Newman Stadium Management Committee.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Donovan Larson", written over a horizontal line.

Donovan Larson, Project Manager

R.L. Engebretson, Architecture, Interiors & Construction

*Results. Done Right.*



**R.L. Engebretson**  
ARCHITECTURE INTERIORS & CONSTRUCTION

EXHIBIT B

*Results. Done. Right.*

4/9/2021

2021 Job Class	2021 Rate	2021 Job Class	2021 Rate	2021 Job Class	2021 Rate
Architect I	110	CAD I	65	Designer II	75
Architect II	120	CAD II	70	Designer III	80
Architect III	125	CAD III	75	Designer VII	100
Architect IV	130	CAD IV	80	Graphic Designer I	65
Architect V	135	CAD V	85	Graphic Designer II	70
Architect VI	140	CAD VII	95	Graphic Designer III	75
Architect VII	145	CAD VIII	100	Graphic Designer IV	80
Architect VIII	150	CAD IX	105	Multi-Media Designer V	85
Architect IX	150	CAD XI	110	Principal/Arch. X	190
Proj. Mgr IX	150	CAD XII	120	Principal/Arch. XI	220
Building Tech IX	150	Intern I	70	Principal/Designer X	150
		Intern III	80	Support III	70
		Intern IV	90	Support IV	75
				Support VI	85





## MEMO

To: Bruce Grubb, Fargo City Administrator  
From: Rob Sobolik - FARGODOME  
Date: Tuesday, April 20, 2021  
Re: Newman Outdoor Stadium Project Management by RL Engebretson

---

In 2018, RL Engebretson (RLE) was retained to complete a Long Term Capital Plan (Plan) for Newman Field. That plan was completed by RLE in early 2019 and contained a variety of deferred maintenance items along with many items being suggested for future work/improvements at the facility. Many of the items/projects within the plan will require the use of an architecture firm to create and manage the construction documents, bidding and construction administration of these projects.

Per discussions between City of Fargo, FM RedHawks and NDSU Athletics personnel, several items from the Plan have been identified for completion, or to be started, in 2021. These items, along with the related cost estimates, include:

- Concrete & Masonry – Repair/Cleaning	\$ 6,000
- Stadia Expansion Joints	\$ 16,000
- Sealing Building Control Joints	\$ 15,000
- Repair/Replace Generator & Transformer pads	\$ 4,000
- Press Box Window Replacement	\$ 24,000
- Rooftop Unit (RTU) Replacement / Locker Room Ventilation	\$270,000

Because the Plan was completed in 2019, some of the cost estimates for a particular project have likely changed given the challenging contractor bidding environment and/or change in overall scope of the project. One particular project would be the replacement of the press box windows. This project will likely be significantly higher than the \$24,000 estimate placed in the Plan by RLE.

Because of their long history with Newman Field, including the original design and construction, project management of past work on the facility, and their creation of the Plan, it would be my recommendation to retain RLE to manage all of the above projects on a sole source basis. This work would include creation of construction documents, bidding documents and construction administration.

RLE has provided the enclosed proposal to provide those services for the projects described above. The fixed fee proposed to complete the construction documents and bidding phases is \$45,000, including Consultant fees. The project time will be billed on an hourly rate during construction, with anticipated fees to be approximately \$12,000. Reimbursable expenses, as needed, would be billed at cost +10%. This fee structure is based on the previously mentioned project list with an approximate cost of \$335,000.

**Suggested Motion:** To accept the proposal as presented by RLE and to move forward with the listed projects at Newman Field.

Please let me know if you have any questions.



## Sole Source and Piggyback Procurement Form

### Sole Source and Piggyback Justification for Procurement

The following information is offered for the sole source acquisition of goods or services described below. The purchase has been thoroughly researched and it has been determined that the vendor/brand is the only acceptable vendor/brand for the product or services that will fit the particular need.

Vendor Name:

RL Engebretson

Estimated Dollar Amount of Purchase:

\$65,000

Is this procurement funded by a federal grant?

No

If yes, you must attach a document from the grant agency approving this procurement as a sole source.

The project/service is required to:

RL Engebretson has been the architecture firm involved with all aspects of Newman Outdoor Field. They were the original design and construction architect, as well as the architect of record for all of the work completed on Newman Field after the completion of the facility. Their firm was also the author of the long term capital plan completed on the facility in 2019.

**Provide a brief description of how your investigation was conducted.** (Internet, publications, consultations) List all sources identified and investigated to determine that no other source exists for similar products capable of meeting requirements (Must be exhaustive of all sources for the commodity being purchased. \*\*)

their firm is the author of the 2019 long term capital plan that was completed for this facility and the work they will be doing is a result of that study

**\*\*If all sources are not investigated a competitive solicitation must be issued.**

Page 137 Provide a side-by-side comparison of the features/service of all other vendors/brands considered. (List the features or capabilities required for your project and how each vendor investigated does or does not meet those requirements. A table format is recommended)

--

If the piggyback procurement method is being used, please provide a copy of the piggyback contract.

--

Signature: \_\_\_\_\_

  
(Requestor)

Printed Name: Rob Sobolik

Department: Fargodome

Title: General Manager

Date: 4-28-2021

I, hereby, certify that this justification for other than full and open competition is accurate and complete to the best of my knowledge and belief.



(Requestor initials)



MEMORANDUM

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: FIRE CHIEF STEVE DIRKSEN**

**DATE: APRIL 28, 2021**

**SUBJECT: DELEGATION OF AUTHORITY FROM THE STATE OF NORTH DAKOTA OFFICE OF ATTORNEY GENERAL/NORTH DAKOTA STATE FIRE MARSHAL AND THE CITY OF FARGO FIRE DEPARTMENT**

The Fargo Fire Department has enjoyed a close working relationship with the North Dakota State Fire Marshal for several years. For the past number of years the ND State Fire Marshal has delegated to willing fire departments the authority to conduct fire and life safety inspections in buildings owned by the State of North Dakota and other building in the community that are required to have a fire and life safety inspection in North Dakota Century Code.

Since the fire department responds to these buildings during an emergency the information gathered through the fire and life safety inspections is valuable for firefighter safety. This practice also ensures that the locally adopted fire code is applied to all buildings within the community.

The Delegation of Authority is planned to be renewed every three years following adoption of the most current version of the International Fire Code. The DoA is scheduled to be renewed in July of 2023.

**RECOMMENDED MOTION:** Approve acceptance of the Delegation of Authority from the State of North Dakota Office of Attorney General/North Dakota State Fire Marshal.

STATE OF NORTH DAKOTA  
OFFICE OF ATTORNEY GENERALSTATE CAPITOL  
600 E BOULEVARD AVE DEPT 125  
BISMARCK, ND 58505-0040  
(701) 328-2210  
[www.attorneygeneral.nd.gov](http://www.attorneygeneral.nd.gov)STATE FIRE MARSHAL  
4205 STATE STREET  
BISMARCK, ND 58503  
(701) 328-5555Wayne Stenehjem  
ATTORNEY GENERAL

April 6, 2021

Fargo Fire Department  
Attn.: Steve Dirksen  
637 NP Ave.  
Fargo, ND 58102

RE: State Fire Marshal Delegation of Authority

Dear Chief Dirksen,

Enclosed with this letter is a new Delegation of Authority form signed by myself. The Delegation of Authority encompasses any fire code authority or enforcement that should occur within your department/district boundaries. The State Fire Marshal's Office is always available to assist, but if the Delegation of Authority is signed code responsibility will be delegated to the local Authority Having Jurisdiction (AHJ).

Also enclosed is a list of schools, State buildings, and residential State buildings. Schools and State buildings are statutorily required to be inspected by the State Fire Marshal or the State Fire Marshal's designee every three years. Residential State buildings are statutorily required to be inspected annually. Those buildings listed are only what we have in our current records system and may not reflect more accurate records of what schools, State buildings, and residential State buildings that you may have within your jurisdiction. If we have missing buildings in our records, please provide us this information and we will update and improve our records.

We do ask that you initial and date each inspection completed within the year on the attached lists, fill in any missing information (address, etc.), and forward us a copy when complete for the calendar year. To clarify, we are not requesting any actual inspection reports or records. Please only send the attached lists with dates and initials to verify what inspections were conducted.

It is the plan of the State Fire Marshal's Office to renew/revisit each Delegation of Authority every three years after a new code adoption cycle. The next planned fire code adoption is tentatively scheduled for July 1, 2023.

If you agree to the terms noted in this letter and on the Delegation of Authority form, please sign and return to our office at [infofm@nd.gov](mailto:infofm@nd.gov) or at the physical address noted above. Please contact me with any questions you may have regarding this program, letter, form or contents.

Respectfully,

A handwritten signature in blue ink, appearing to read "Douglas Nelson".

Douglas Nelson  
ND State Fire Marshal  
[ddnelson@nd.gov](mailto:ddnelson@nd.gov)





**DELEGATION OF AUTHORITY**  
OFFICE OF ATTORNEY GENERAL  
NORTH DAKOTA STATE FIRE MARSHAL  
SFN 60190 (12-2020)

Fire Department Identification Number 09109	Fire Department/District Political Subdivision Fargo Fire Department	Effective Date 7/1/2020	
Address 637 NP Ave.	City Fargo	State ND	ZIP Code 58102

**Authority**

Authority for this delegation is found in section 18-01-03.2 of the North Dakota Century Code which states the state fire marshal may delegate to the state department of health or any political subdivision the authority to conduct investigations, surveys, or inspections, and the authority to enforce compliance where violations are discovered, which become the responsibility of the state department of health or any political subdivision and otherwise would be the responsibility of the state fire marshal. This delegation of authority may be withdrawn by the State Fire Marshal (SFM) with cause at any time and may be refused by a political subdivision at any time. This delegation becomes effective when signed by both the State Fire Marshal and the department/district/political subdivision official being delegated the authority.

**Definitions for the Purpose of the Delegation of Authority**

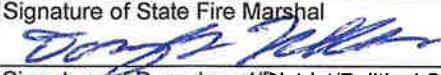

1. "Fire inspection" is a procedure performed in accordance with the standards set forth in the State Building Code and State Fire Code, or the equivalent code within the local jurisdiction.
2. "State Building" refers to those buildings owned by the State of North Dakota.
3. "Residential State Building" includes all state-owned buildings used in whole or in part for providing overnight sleeping accommodations to one or more persons on a regular or occasional basis, except for single-family dwellings.
4. "Schools" refers to any public or private K-12 school in the State of North Dakota.
5. "Minimum certifications" refers to required State Deputy Fire Marshal certification levels or equivalent recognized by the State Fire Marshal: international Code Council Fire Inspector I, International Association of Arson Investigators Fire Investigation Technician.
6. "Delegation Annual Report" refers to the form distributed by the State Fire Marshal to all jurisdictions covered under this Delegation of Authority for the purposes of recording and verifying building inspections completed under this program.

**SFM Requirements for Delegation of Authority**

1. Fire Department/District/Political Subdivision will assign personnel with the knowledge, skill, and abilities capable of carrying out those duties defined under this delegation of authority.
2. Fire Department/District/Political Subdivision will assign staff that meet minimum certifications required by the State Fire Marshal's Office.
3. Fire Department/District/Political Subdivision will complete the "Delegation Annual Report" of completed inspections to the State Fire Marshal's Office.
4. State Fire Marshal will adopt and communicate the current State Fire Code. This does not preclude a local jurisdiction from adopting and enforcing an equivalent or more restrictive code within their district boundaries.
5. State Fire Marshal will provide to the fire Department/District/Political Subdivision a list of buildings required to be inspected under the delegation of authority.
6. State Fire Marshal will communicate to the Fire Department/district/Political Subdivision annual and tri-annual inspection requirements, in accordance with North Dakota Century Code, for buildings covered under this delegation of authority.

**Details**

1. Schools and State Buildings (non-residential) are required to be inspected once every three years.
2. Residential State Buildings are required to be inspected annually.
3. Annual report of completed inspections, notification of problem violations, or other notifications related to the delegation of authority should be emailed to [info@nd.gov](mailto:info@nd.gov).
4. The current North Dakota State Fire Code is the International Fire Code, 2018 Edition, as adopted and amended under North Dakota Administrative Rule 10-07-01-04.
5. This Delegation of Authority agreement will be reviewed and revisited every three years (after each new code adoption), but will remain in effect until a new agreement is signed or until either party revokes the agreement.

Signature of State Fire Marshal 	SFM Printed Name Douglas Nelson	Date 4/6/2021
Signature of Department/District/Political Subdivision 	Official Printed name Steven J. Dirksen	Date 4/28/21



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## MEMORANDUM

**TO:** BOARD OF CITY COMMISSIONERS

**FROM:** DESI FLEMING ~~MA~~  
DIRECTOR OF PUBLIC HEALTH

**DATE:** APRIL 16, 2021

**RE:** NOTICE OF GRANT AWARD FUNDING WITH THE NORTH  
DAKOTA DEPARTMENT OF HEALTH FOR \$120,000 FOR THE  
RYAN WHITE PART B PROGRAM NO.G19.1256 CFDA NO.  
93.917

This is a request to approve the attached notice of grant award with the North Dakota Department of Health for Ryan White Part B Program, HIV Care Formula Grants. The total funds awarded is \$120,000.

No budget adjustments are needed.

If you have questions please contact Desi Fleming at 241.1380.

**Suggested Motion:** Move to approve the Agreement amendment with North Dakota Department of Health for Ryan White Case Management.

DF/lls  
Enclosure

**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF HEALTH

SFN 53771 (01-2020)

Grant Number G19.1256	CFDA Name HIV Care Formula Grants	CFDA Number 93.917
FAIN Number X07HA00043-31	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 4/12/2021
Federal Award Date 03/18/2021	Grant End Date 3/31/2022	
Federal Awarding Agency Health Resources Services Administration (HRSA)		

This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.

Title of Project/Program Ryan White Part B Program	North Dakota Department of Health (NDDoH) Project Code 2201 HLH35432-03 \$60,000; 2201 HLH5432-09 \$60,000
Grantee Name Fargo Cass Public Health	Project Director Lindsey VanderBusch
Address 1240 25th St S	Address 600 E Boulevard Ave, Dept 301
City/State/ZIP Code Fargo, ND 58103	City/State/ZIP Code Bismarck, ND 58505
Contact Name Larry Anenson	Contact Name Lindsey VanderBusch
Telephone Number 701-241-1360	Telephone Number 701.328.4555
Email Address LAnenson@FargoND.gov	Email Address lvanderbusch@nd.gov

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$120,000	\$0	\$120,000
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$120,000	\$0	\$120,000
Indirect Rate (Check One)	<input type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimus rate of 10%	<input checked="" type="checkbox"/> Negotiated/Approved rate of 10 %

**Scope of Service**

Health Resources and Services Administration's (HRSA) Ryan White HIV/AIDS Treatment Extension Act of 2009 and the North Dakota Department of Health Ryan White Part B (RW) program have three performance goals. (1) strengthen and expand the health care safety net for people living with HIV; (2) expand availability of health care resources to underserved, vulnerable, and special needs populations; and (3) increase the appropriate provision of effective and culturally competent health care services by health care providers. To assist HRSA and the RW program to meet all these goals, the Grantee agrees to provide essential core and supportive services to meet the needs of eligible clients living with HIV in North Dakota. Details about the reimbursable services and expectations are found in "Special Conditions" which is attached to this document. By signing this award, your agency is agreeable to performing/reimbursing for the services as listed for all enrolled clients: Outpatient/Ambulatory Health Services, Oral Health Care, Vision Assistance, Medical Nutrition Therapy, Medical Case Management, Medical Transportation

**Reporting Requirements**

Expenditures for reimbursement will be submitted using the "2021 RW Request for Reimbursement Form due by the 15th of the following month submitted via the North Dakota Program Reporting System (PRS). The expenditure reimbursement request for the period ending June 30, 2021 must be received by July 15, 2021. The final expenditure reimbursement request for the period ending March 31, 2022 must be received by May 15, 2022.

**Special Conditions**

Financial obligation of the Department is contingent upon funds being made available by HRSA. Expenses incurred related to the scope of services of this agreement will be covered as early as 04/01/2021.

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDoH as signed by Grantee for the period of July 1, 2019 to June 30, 2021 [Fiscal Services Use Only: ☐ Requirements Received; ☐ Questionnaire received] and (2) applicable State and Federal regulations.


Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 4/16/21	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Public Health Director		Typed Name/Title of Authorized Representative Kirby Kruger, Section Chief, Disease Control & Forensic Pathology	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Brenda M. Weisz, Chief Financial Officer	
If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.			



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## MEMORANDUM

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING **  
**DIRECTOR OF PUBLIC HEALTH**

**DATE: APRIL 14, 2021**

**RE: AGREEMENT FOR SERVICES WITH FARGO-MOORHEAD  
METRO COG FOR \$6,000 FOR THE CASS CLAY FOOD  
COMMISSION**

The attached Agreement for Services with F-M Metro Cog is to address chronic disease within our community.

No budget adjustment is required for this contract.

Please call me if you have any questions regarding this contract.

**Suggested Motion:** Move to approve the agreement with Fargo-Moorhead Metro Cog.

DF/ls  
Enclosure



## AGREEMENT FOR SERVICES



**THIS AGREEMENT**, effective the 15th day of October 2020, by and between Fargo Cass Public Health ("FCPH"); and Fargo-Moorhead Metropolitan Council of Governments (Independent Contracting Consultant). **NOW, THEREFORE**, it is hereby agreed by and between the parties hereto as follows:

- A. Term of Agreement:** The parties entered into a written agreement for the period of October 15, 2020 through September 30, 2021.
- B. Services to be provided by independent contractor:** Independent contractor will work closely with the Cass Clay Food Partners Steering Committee to implement and conduct the Cass Clay Food Commission meetings according to the Joint Powers Agreement guidelines; continue to provide guidance and administrative support for the Commission (keep minutes, compile and send out agenda packets, arrange room and technology for meetings, etc.). Oversee the Metropolitan Food Systems Plan updates and network with local jurisdictions to incorporate food systems in city/county comprehensive and land development plans.
- C. Reimbursement:** The independent contracting consultant shall be reimbursed \$6000 for services and will submit an invoice quarterly.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The independent contracting consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

**Special Considerations:**

- A.** It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and contractee that shall not be deemed to be an employee of Fargo Cass Public Health for any other purpose.
- B.** This service agreement shall be governed by the laws of the State of North Dakota. I hereby certify that the above assurances and provisions of service have been reviewed and our agency has agreed upon the conditions as set forth.
- C.** It is understood any forms or paperwork required by Fargo Cass Public Health and the City of Fargo to receive payment for services will be completed as needed.
- D.** Services including printing and other miscellaneous costs may be discussed and agreed to by the parties as needed.

**In Witness** thereof, this purchase of service agreement has been executed between the Consultant and Fargo Cass Public Health on the date-executed below.

**FARGO CASS PUBLIC HEALTH**

By Desi Fleming  
Desi Fleming, Director of Public Health

Date 4/16/21

By \_\_\_\_\_  
Timothy, J. Mahoney  
Mayor, City of Fargo

**FM Metropolitan Council of Governments**

By Cindy Gray  
Cindy Gray, Executive Director

Date 11/17/2020

Contract Originator: Kim Lipetzky






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**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING**  
**DIRECTOR OF PUBLIC HEALTH** 

**DATE: APRIL 16, 2021**

**RE: NOTICE OF GRANT AWARD AMENDMENT WITH THE NORTH DAKOTA DEPARTMENT OF HEALTH FOR WOMEN'S WAY PROGRAM NO. G19.858A CFDA No. 93.898**

The attached notice of grant award amendment with the North Dakota Department of Health is for the Women's Way program. This grant amendment will provide an additional \$22,330 of funding.

The following budget adjustment is required for this amended grant agreement:

<b>2021 Revenue</b>		
<b>Women's Way</b>	<b>101-0000-331-12-02</b>	<b>\$22,330</b>
<b>2021 Expenses</b>		
<b>Contract Services</b>	<b>101-6040-451-38-11</b>	<b>\$22,330</b>

Please feel free to call me if you have any questions at 241.1380.

**Suggested Motion:** Move to approve the North Dakota Department of Health contract amendment for the Women's Way program.

DF/ls  
Enclosure



## NOTICE OF GRANT AWARD

NORTH DAKOTA DEPARTMENT OF HEALTH  
SFN 53771 (01-2020)

Grant Number G19.858A	CFDA Name Cancer Prevention and Control for States, Territorial and Tribal Organizations		CFDA Number 93.898
FAIN Number NU58DP006282	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 7/1/2020	Grant End Date 6/29/2021
Federal Award Date 05/12/2020	Federal Awarding Agency Department of Health and Human Services		
This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program <i>Women's Way</i>		North Dakota Department of Health (NDDoH) Project Code 4521 HLH 5211 01 ( <i>Women's Way Federal</i> )	
Grantee Name Fargo Cass Public Health		Project Director Susan Mormann	
Address 1240 25th Street South		Address 600 East Boulevard Avenue, Dept. 301	
City/State/ZIP Code Fargo, ND 58103-2367		City/State/ZIP Code Bismarck, ND 58505-0200	
Contact Name Kristina Kluth		Contact Name Susan Mormann	
Telephone Number 701-298-6918		Telephone Number 701-328-2472	
Email Address kkluth@FargoND.gov		Email Address smormann@nd.gov	
	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$22,330	\$0	\$22,330
Previous Funds Awarded	\$132,250	\$0	\$132,250
Total Funds Awarded	\$154,580	\$0	\$154,580
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %
<b>Scope of Service</b> This amendment provides additional funding of \$22,330 to implement localized community outreach within Other 1c <i>Women's Way</i> Public Education Awareness Communications (PEAC). This amendment changes the grant end date from 6/30/2021 to 6/29/2021. All other scope of service requirements of the original agreement remains the same.			
<b>Reporting Requirements</b> The request for reimbursement for the period ending June 29, 2021 must be received by the Department on or before July 15, 2021. All other reporting requirements of the original agreement remain the same.			
<b>Special Conditions</b> All special conditions of the original agreement remain the same.			
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDoH as signed by Grantee for the period of July 1, 2019 to June 30, 2021 [Fiscal Services Use Only: <input checked="" type="checkbox"/> Requirements Received; <input checked="" type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 4/16/21	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Susan M. Mormann, Director, Division of Community and Health Systems	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Brenda M. Weisz, Chief Financial Officer	
If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.			




## Fargo Inspections

City of Fargo  
225 Fourth Street North  
701-241-1561  
fax 701-241-1526

---

### Memorandum

DATE: April 29, 2021  
TO: Mayor Mahoney and Board of City Commissioners  
FROM: Bruce Taralson, Inspections Director   
SUBJECT: Dangerous Building Notice and Order at 1426 4 Avenue N., Fargo, ND 58102

---

The property owner of 1426 4 Ave N., Fargo, ND, the property that is subject of the attached Notice, has failed to comply with my order to either obtain a permit to repair or remove the heavily damaged structure at that location within the time allowed for that removal. In accordance with Fargo Municipal Code Article 21-0405, it will now be necessary for you to set a date for a hearing of this order at which time the property owner will be able to appear and show cause why the building should not be removed and the costs of that removal assessed against this property.

The recommendation is **to make a motion, in accordance with FMC Article 21-0405, to set Monday, May 17, 2021 as the date for the hearing regarding the dangerous building order for the structure at located at 1426 4 Avenue N., Fargo, ND 58102.**



# Fargo Inspections

City of Fargo  
225 4th Street North  
701-241-1561  
701-476-6779 fax



## NOTICE OF DANGEROUS BUILDING

TO: Susan E Schwartzbauer

YOU ARE HEREBY Given Notice of the following:

1. That this Notice is being given to you pursuant to Fargo Municipal Code, Article 21-04 concerning Dangerous Buildings.
2. That the building with which this Notice is concerned is commonly known as 1426 4 Ave N, and is located on that tract of land in the city of Fargo, more particularly described as follows: Reeves Addition, Block 11, Lot 7

(hereinafter referred to as "the building")

3. That an inspection was made of the building on February 18, 2021 by Lynne Olson, Building Inspector.
4. That the building inspector for the City of Fargo has found the building, consisting of a single-story, wood-framed, structure to be a Dangerous Building within the standards set forth in the Fargo Municipal Code, Article 21-04, Dangerous Buildings and IPMC Code 108.1.5 concerning Dangerous Structures.
5. This building has been found to be a dangerous building by the building inspector. This notice is to remain on this building until it is repaired, vacated, or demolished in accordance with the notice which has been given the owner, occupant, lessee, or mortgagee of this building and all other persons having an interest in said building as shown by the records of the register of deeds of the county of Cass. It is unlawful to remove this notice until such notice is complied with. Source: 1952 Rev. Ord. 21-0404.
6. That the owner of the building must demolish the building within 30 (thirty) days from the date of this notice or obtain a permit to repair. To obtain a permit, see 'Conditions Found Statement' below.

7. That the building is unsafe and is a dangerous building in the following respects: See 'Conditions Found Statement' below.

8. The building is unsafe and constitutes a public nuisance pursuant to Fargo Municipal Code, Article 21-04 concerning Dangerous Buildings and Section 116 of the International Building Code as adopted by Article 21-0101 of the Fargo Municipal Code.

9. You are further given Notice that unless the building is demolished within the time period set forth herein, the City of Fargo will take such steps as are necessary to cause said building to be demolished pursuant to Fargo Municipal Code, Article 21-04 concerning Dangerous Buildings and the International Building Code and the owner will be assessed such costs as are provided for therein.

10. Order for vacation of building. The undersigned building official has determined that the building or structure must be vacated as required by Section 108.2 of the International Property Maintenance Code, 2018 edition. Therefore, it is hereby ordered that the building or structure shall be vacated immediately, and remain vacated, on this 26 day of 2, 2021.

11. Order to secure building by March 4, 2021. The undersigned building official has determined that the building must remain secured. Therefore, it is hereby ordered that all means of entering the building remain secured to prevent unauthorized entrance. An inspector will continue to verify compliance. Failure to keep the building secured will result in the City of Fargo hiring an independent contractor to secure the building. All expenses for securing the building will be assessed against the property.

12. Application for Appeal. Section 111.1 of the International Property Maintenance Code states that any person directly affected by a decision of the *code official* or a notice or order issued under this code shall have the right to appeal to the Board of Appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on the claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

Dated this 26 day of 2, 2021.


**Conditions Found Statement**

On February 18, 2021, Building Inspector Lynne Olson, was present at 1426 4 Ave N, Fargo, ND to address a rental inspection. The following violations were found:

- Foundation buckling and previous bracing has failed.
- Amateur wiring on furnace in basement
- Evidence of rodent and larger animal infestation
- Evidence of squatters in building and garage
- Building not secure. Multiple missing and boarded up windows
- Garage roof covered with tarp
- Front porch structurally unsound.
- Structure has been vacant since 9/2020 per eviction order

The following action must be taken:

- Secure building within 4 business days.
- Demolish building or obtain permit to repair within 30 days of date on letter

  
Lynne Olson  
Building Inspector  
City of Fargo, ND

  
Chris Rose  
Assistant Director of Inspections

2-26-21  
Date Signed

**AFFIDAVIT OF SERVICE**

STATE OF NORTH DAKOTA     )  
  ) ss.  
COUNTY OF CASS                     )

**Re: Posting of Notice of Dangerous Building – 1426 4 Ave N., Fargo, ND**

Lynne Olson, being first duly sworn and being of legal age, deposes and says that on the 26<sup>th</sup> day of February 2021, she posted the attached notice upon the following address:

1426 4 Avenue N.  
Fargo, ND 58102

  
Lynne Olson

Subscribed and sworn to before me this 26<sup>th</sup> day of February, 2021.



  
Notary Public  
Cass County, North Dakota

(SEAL)

## AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

[illegible]

**Re: Notice of Dangerous Building – 1426 4 Avenue N., Fargo, ND**  
**CM Receipt#: 9214 8901 9403 8300 0033 1774 57**

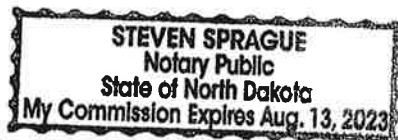
Gretchen Morlan, being first duly sworn and being of legal age, deposes and says that on the 26<sup>th</sup> day of February, 2021, she served the attached notice, upon Susan E Schwartzbauer, by placing true and correct copies thereof in an envelope addressed as follows:

Susan E. Schwartzbauer  
1513 34 1/2 Ave S  
Fargo, ND 58104

and deposited the same, with postage prepaid, in the United States mail at Fargo, North Dakota, Certified Mail.

Gretchen Morlan

Subscribed and sworn to before me this 26<sup>th</sup> day of February, 2021.



  
\_\_\_\_\_  
Notary Public  
Cass County, North Dakota

(SEAL)



Mailer: City of Fargo

Date Produced: 03/01/2021

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8300 0033 1774 57. Our records indicate that this item was delivered on 02/27/2021 at 01:50 p.m. in FARGO, ND 58104. The scanned image of the recipient information is provided below.

Signature of Recipient :

BMP RR-6  
COVID

Address of Recipient :

1513  
34 1/2 ave  
S

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,  
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

SUSAN SCHWARTZBAUER  
1513 34 1/2 AVE S  
FARGO, ND 58104

Customer Reference Number: C2544834.14631040

(21)

City of Fargo Staff Report			
<b>Title:</b>	<b>Brewhalla Addition</b>	<b>Date:</b> <b>Update:</b> <b>Update:</b> <b>Update:</b>	1/26/2021 2/24/2021 3/31/2021 4/28/2021
<b>Location:</b>	1612, 1620, 1624, 1630, 1632, 1666, 1702 1 <sup>st</sup> Avenue North	<b>Staff Contact:</b>	Maegin Elshaug
<b>Owner(s)/Applicant:</b>	MBA Investments, LLC	<b>Engineer:</b>	Moore Engineering, Inc
<b>Reason for Request:</b>	<b>Minor Subdivision</b> (replat of Blocks 26 and 27, the vacated "L" Street (16 ½ Street North), the West 25 feet of vacated West Street (16th Street North), and part of the vacated Northern Pacific Avenue, Reeves Addition; replat of part of Lot 5, Milwaukee Addition; plat of Auditor's Lot No. 1 of the South Half of Section 1, Township 139 North, Range 49 West; and a plat of an unplatted part of the South Half of said Section 1, to the City of Fargo, Cass County, North Dakota); <b>(see note below for updated information on subdivision)</b>		
<b>Status:</b>	City Commission Public Hearing: May 3, 2021		

Existing	Proposed
<b>Land Use:</b> Commercial, Residential, and Industrial	<b>Land Use:</b> unchanged
<b>Zoning:</b> LI, Limited Industrial; GC, General Commercial	<b>Zoning:</b> GC, General Commercial with a PUD
<b>Uses Allowed:</b> LI – Limited Industrial. Allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open space, religious institutions, safety services, adult entertainment centers, offices, off-premise advertising, commercial parking, outdoor recreation and entertainment, retail sales and service, self storage, vehicle repair, limited vehicle service, industrial service, manufacturing and production, warehouse and freight movement, wholesale sales, aviation, surface transportation.  GC – General Commercial. Allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open space, religious institutions, safety services, adult entertainment centers, offices, off-premise advertising, commercial parking, outdoor recreation and entertainment, retail sales and service, self-storage, vehicle repair, limited vehicle service, aviation, surface transportation, and major entertainment events.  Plus a CUP allowing Residential and Industrial Uses; and a CUP for an alternative access plan for parking reduction.	<b>Uses Allowed:</b> GC – General Commercial. Allows colleges, community service, daycare centers of unlimited size, <del>detention facilities</del> , health care facilities, parks and open space, religious institutions, safety services, <del>adult entertainment centers</del> , offices, <del>off-premise advertising</del> , commercial parking, outdoor recreation and entertainment, retail sales and service, self-storage, <del>vehicle repair, limited vehicle service, aviation, surface transportation</del> , major entertainment events, and <del>portable signs</del> .  Plus a PUD allowing Residential and Industrial uses
<b>Maximum Density Allowed:</b> LI & GC: 85% building coverage CUP: allows 1 residential unit	<b>Maximum Density Allowed:</b> GC: 85% building coverage (unchanged) PUD: allow 7 units per acre (up to 47 units)

**Proposal:**

**Project Note 4/28/21:** The Planning Commission first heard the applications for a 1) minor subdivision, 2) zoning change (including Planned Unit Development [PUD] ordinance), 3) PUD Master Land Use Plan; and 4) PUD Final Plan on February 2, 2021. The Planning Commission continued the items to the March 2 Planning Commission meeting. At that meeting, the Planning Commission recommended approval of the minor subdivision and zoning, and continued the PUD Master Land Use and Final plans to the April 6 Planning Commission meeting. On April 6, the Planning Commission recommended approval of the PUD Master Land Use Plan and approved the PUD Final Plan, contingent on City Commission approval of the zoning and PUD Master Land Use Plan. The City Commission approved the zoning change and PUD Master Land Use Plan on April 19. Information and criteria related to the zoning and the PUD Master and Finals plans have been removed from the staff report. The minor subdivision is the only item is the item before the City Commission now, as all other items have been reviewed.

The applicant is seeking approval of 1) a minor subdivision (one block, two lots). The subject property is located at 1612, 1620, 1624, 1630, 1632, 1666, 1702 1<sup>st</sup> Avenue North and contains approximately 6.74 acres. The applicant intends for a new multi-use building to be built on the western portion of the property.

**Note:**

*Subdivision: The property located at 1612 1<sup>st</sup> Avenue North was included on the agenda, hearing notice and property owner letters. This property is leased by the applicant. Staff suggested the applicant include this property on the replat, however, the applicant does not intend to. Therefore, the property at 1612 1<sup>st</sup> Avenue North (a portion of land in the South Half of said Section 1 as noted above) is not included in the subdivision application. See below image for clarification.*

**Project Summary**

The applicant has applied for a minor subdivision, zoning change and a PUD Overlay in order to tailor development standards to the specifics of the proposed project, Brewhalla Market, which will be a new mixed-use building on the west portion of the subject property. According to the applicant, the Brewhalla Market project is proposed to create a new 4-story (with lower level) mixed use facility with underground parking, two stories of food market, retail, and multi-use event space, third floor lodging units (24 rooms), and fourth floor apartments (three 2-bedroom units and fifteen 1-bedroom units – total of 18 units); along with an on-grade corridor connecting the Brewhalla Market project to the Drekker Brewery space (building in the center and south part of the subject property).



**Minor Subdivision**

In order to accommodate development of the new multi-use building, the applicant has applied for a subdivision to create two (2) lots and one (1) block for the subject property. Based on future ownership of the development, the proposed lot line divides the development. However, the structures on either side of the lot line will be connected through a corridor, which results in a zero lot line.

This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report. The applicant will also need to submit for a building permit, where all review departments will review the plans for compliance with their respective codes.

**Surrounding Land Uses and Zoning Districts:**

- North: Across 1<sup>st</sup> Avenue North is LI, Limited Industrial and GC, General Commercial with warehouse and office uses;
- East: LI, Light Industrial with warehouse and office uses;
- South: GC, General Commercial with the BNSF Railroad;
- West: LI, Limited Industrial with warehouse and office uses.

**Area Plans:**

The subject property is located within the boundaries of the Core Neighborhoods Plan, which is in process and in its final stages of development and review.

**Context:**

**Neighborhood:** Madison / Unicorn Park

**Schools:** The subject property is located within the Fargo School District and is served by Roosevelt Elementary, Ben Franklin Middle, and Fargo North High schools.

**Parks:** Unicorn Park (1603 3 Avenue North) is located approximately 800 feet north of the subject property. Unicorn Park provides basketball, grill, multipurpose field, playground, and picnic table amenities.

**Pedestrian / Bicycle:** There is an on-road bike facility located north of the property on 1 Avenue North. This bike route is a component of the metro area bikeways system.

**Staff Analysis:****Minor Subdivision**

The LDC stipulates that the following criteria is met before a minor plat can be approved:

1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**

The subdivision is intended to plat the subject property into two lots to accommodate future redevelopment. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, Planning staff has received one letter of support for the

project. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code. **(Criteria Satisfied)**

2. **Section 20-907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**

While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. **(Criteria Satisfied)**

**Staff Recommendation:**

Suggested Motion: "To accept the findings and recommendations of staff and the Planning Commission and hereby approve the proposed **Brewhalla Addition** as presented; as the proposal complies with the adopted Area Plan, Standards of Article 20-06, and all other applicable requirements of the Land Development Code."

**Planning Commission Recommendation: March 2, 2021**

At the March 2, 2021 Planning Commission hearing, the Commissioners, by a vote of 8-0, with one Commissioner absent and two Commission seats vacant, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed **Brewhalla Addition**, as the proposal complies with the Go2030 Fargo Comprehensive Plan, Standards of Article 20-06, and all other applicable requirements of the LDC.

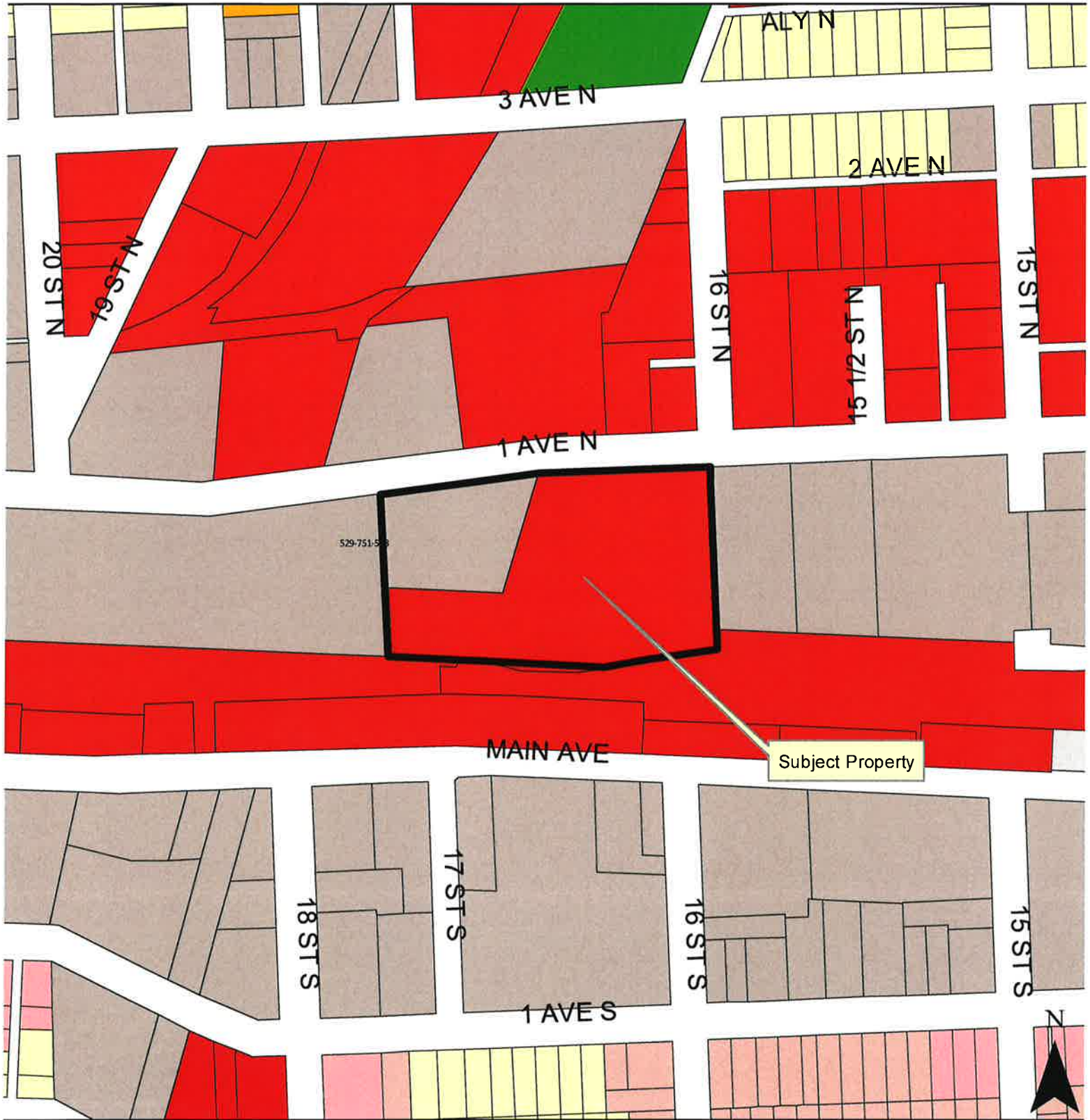
**Attachments:**

1. Zoning Map
2. Location Map
3. Preliminary Plat

# Plat (minor)

## Brewhalla Addition

1612, 1620, 1624, 1630, 1632, 1666, & 1702 1st Ave N



### Legend

AG	LC	MHP	RR-2
DDML	ML	NOC	RR-3
GC	MRR-1	PA	RR-4
GO	MRR-3	UML	RR-5
			City Limits

300

Feet



# Brewhalla Addition

1612, 1620, 1624, 1630, 1632, 1666, & 1702 1st Ave N







22

**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING, DIRECTOR OF FARGO CASS PUBLIC HEALTH  
NICOLE CRUTCHFIELD, PLANNING DIRECTOR** *NC*

**DATE: APRIL 28, 2021**

**RE: 2021 ESHARA CONTRACT AMENDMENT FOR VACCINE OUTREACH**

Since June, the Red River COVID-19 Task Force's education and awareness and quarantine support subcommittee, through the City of Fargo's State COVID-19 Grant allocation, has contracted with the ESHARA Partners (Ethnic-Self-Help Alliance for Refugee Assistance). For the past year, ESHARA has been providing family assistance, translation services, education, and case management to New American households directly and indirectly affected by COVID-19 and for people who might not have access to mainstream communications or supportive resources. ESHARA Partners have Community Response Team members who cover several languages and ethnicities, including Somali, Swahili, Dinka, Arabic, Nepali, and Kurdish. They have directly served hundreds of clients during the pandemic.

In order to continue this partnership and to shift operations to vaccine outreach, staff recommends to extend their contract through June 30, 2021 and to increase their total contract amount to \$222,200, an increase of \$79,200 from the original agreement. Funding is available through the City's CARES Red River Task Force funding allocation.

**Recommendation:**

Approve executing attached amendment between the City of Fargo and the Afro American Development Association (on behalf of ESHARA Partners) to increase funding by \$79,200 and extend the agreement through June 30, 2021 for vaccine outreach efforts.

**AMENDMENT #1 OF SUBRECIPIENT AGREEMENT  
BETWEEN CITY OF FARGO (Grantor) AND  
AFRO AMERICAN DEVELOPMENT ASSOCIATION (Subrecipient)**

In reference to the Subrecipient Agreement to undertake certain activities with Covid-19 grant funds, made by and between **City of Fargo** (Grantor) and **Afro American Development Association** (Subrecipient) and entered into on January 1, 2021, such agreement is hereby amended to include the following conditions:

**Paragraph 2** is amended to state "WHEREAS, the City is willing to make available up to **\$222,200** from various sources, including its Social Service funds and/or any COVID-19 CARES grant funds, for the purposes outlined herein, in particular for low income and vulnerable populations," an increase of \$79,200 from the original agreement.

**Part I(A) Program Delivery** is amended to state that "The Program will include the following activities:

1. Support 2+ vaccine clinics currently scheduled in May (including: promotion of event in community, completing sign-up roster, ensuring participant attendance at event, and translation/support at event)
2. Assist individuals with language barriers or technology challenges with vaccination registration.
3. Providing transportation back and forth to vaccination appointments at scheduled times
4. Help report/logging/calling FCPH if questions/concerns
5. Provide technical assistance/support/transportation to ensure timely second dose of vaccine
6. Weekly meeting of coordinators to strategize and report on numbers reached
7. Informal translation of materials to reach audience (e.g. flyers to post in local halal food markets, etc.)
8. Gathering information from community regarding hesitancy, barriers, and other concerns
9. Developing messaging in coordination with NDDoH/FCPH"

**Part I(A) Criteria for Households Served** is amended to state "All beneficiaries must be area residents.

**Part I(A) Levels of Accomplishment – Goals & Performance Measures** is amended to state: The Subrecipient will submit monthly benefit data reports to the City of Fargo including:

- # families visited/# per home
- # vaccinations supported
- # views/posts
- # educational workshops/events
- # facilities where materials are posted

The expected number/objective of individuals to be reached personally over course of project is 4,000. The expected number/objective of individuals reached through public promotion/community messaging is 8,000.

**Part II. Budget & Use of Funds** is amended to include the following:

**ESHARA COVID-19 May-June Gap Budget**

Expense	Amount	Narrative
Program manager 40 hrs/week @ \$25/hour	\$8,000	Staff to oversee program, coordinate all, provide weekly reports to FCPH
Fargo Community Response Team (CRT)	\$ 64,000	10 member team (see details below)
Administration/indirect	\$ 7,200	10%, space rental/utilities/wifi/etc
<b>TOTAL Expense</b>	<b>\$ 79,200</b>	<b>Total</b>

**Part III(A)(1) Maximum Amount** is amended for the total amount to be paid by the City not to exceed \$222,200 from COVID19 Grant funds, an increase of \$79,200 from the original agreement.

**Part 5. Term of the Agreement** is amended to state, "The terms of this agreement shall be for seven months, beginning January 1, 2021", an increase of two months.

**Part VII. Exhibit A – Requirements and Subrecipient Assurances Agreement** is amended to be for the period January 1, 2021 through June 30, 2021.

**AFRO AMERICAN  
DEVELOPMENT ASSOCIATION**

**CITY OF FARGO**



**04/29/2021**

Hukun Dabar, Executive Director

Date

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

\_\_\_\_\_  
Date



23

May 3<sup>rd</sup>, 2021

The Honorable Board of City Commissioners  
City of Fargo  
225 4<sup>th</sup> St N  
Fargo, North Dakota 58102

**RE: RFQ21072 Metro Transit Garage Hoist Replacement**

Commissioners,

A Request for Qualifications issued by the Transit Department Architecture and Engineering Services for the repair of the drive-over pit and the replacement of the in-ground hoists at the Metro Transit Garage.

The project is funded by NDDOT grant contract number 38201125 which was presented to and approved by the City of Fargo Commission on September 9<sup>th</sup>, 2020.

Proposals were received on April 21<sup>st</sup>, 2021. KLJ was the only firm to submit a proposal for this project. Their submitted proposal costs was \$45,716.26. KLJ will oversee the architecture and engineering services as well as perform the construction administration.

Attached is submitted proposal and costs.

**Recommended Action:** For RFQ21072, award KLJ the Architecture and Engineering services for the Metro Transit Garage drive-over pit repair and hoist replacement. Instruct transit staff, with guidance from legal, to draft and execute a contract.

Respectively submitted,



Jordan Smith  
Transit Fleet and Facilities Manager



ENGINEERING, REIMAGINED

STATEMENT OF QUALIFICATIONS FOR THE

# > Metro Transit Garage (MTG) Design-Build

*April 2021*



300 23rd Avenue E  
Suite 100  
West Fargo, ND 58078-2650  
701-232-5353  
KLJENG.COM



April 21, 2021

Jordan Smith, Transit Fleet and Facilities Manager, and  
Julie Bommelman, City of Fargo Transit Director  
650 23rd Street North  
Fargo, ND 58102

**RE: Request for Qualifications (RFQ) to Provide Architectural and Engineering Services for the Metro Transit Garage (MTG) Design Build**

Dear Mr. Smith and Ms. Bommelman:

We are excited to submit our proposal for the drive-over pit repairs and in-ground hoist replacement at the Metro Transit Garage (MTG). Having completed the 2018 MATBUS Transit Facility Study, we know and understand the short and long-term infrastructure and operational needs of the MTG, making us the right team for your project.

**PROVEN EXPERIENCE:** KLJ has assembled a multi-disciplinary team with established working relationships, City of Fargo and MATBUS experience. Our team has more than 20 years of experience with transit facilities and agencies across the Midwest, including the largest in North Dakota, MATBUS, and Minnesota, Metro Transit. In addition, KLJ was responsible for the development of the MATBUS Transit Facility Study, which includes planning efforts for the MTG through 2037. We have proven our ability to develop right-sized solutions to align current and future needs with budgetary constraints, an example being our work with the renovations at the Ground Transportation Center (GTC). Our extensive experience with design, bidding, and construction projects funded through the Federal Transit Administration (FTA) and sponsored by the North Dakota Department of Transportation (NDDOT), will be an asset for the City.

**TRUSTED ADVISORS:** Project Manager Cassie McNames will manage a diverse team of technical specialists through project design and construction. Cassie has been serving the City of Fargo and MATBUS in this role since 2015 when she led the Structural/Mechanical Assessment at the GTC. She is currently collaborating with MATBUS on the second phase of renovations at the GTC and is leading efforts for a campus-wide master plan for the City of Fargo Public Works Department. Wade Kline, lead planner, has worked with MATBUS for nearly 20 years. Wade's experience in federal aid programming with NDDOT will be critical to delivering a project which meets the needs of MATBUS. Chris Weyer, transit technical advisor, has more than 18 years of FTA-funded project experience, including two large maintenance facilities for Metro Transit.

We are vested in seeing the vision set in motion during the 2018 MATBUS Transit Facility Study come to fruition with the improvements outlined in this RFQ. By selecting KLJ, you'll be surrounded by trusted advisors with proven experience with transit facilities. We look forward to the opportunity to work with you on this project! If you have any questions or would like to discuss the statement of qualifications (SOQ), please contact us at 701-241-2317.

Sincerely,  
**KLJ**

A handwritten signature in blue ink that reads 'Cassie McNames'.

Cassie McNames, PE  
Project Manager  
cassie.mcnames@kljeng.com

A handwritten signature in blue ink that reads 'Mark Anderson'.

Mark Anderson, PE  
Vice President Environment and Public Works  
mark.anderson@kljeng.com

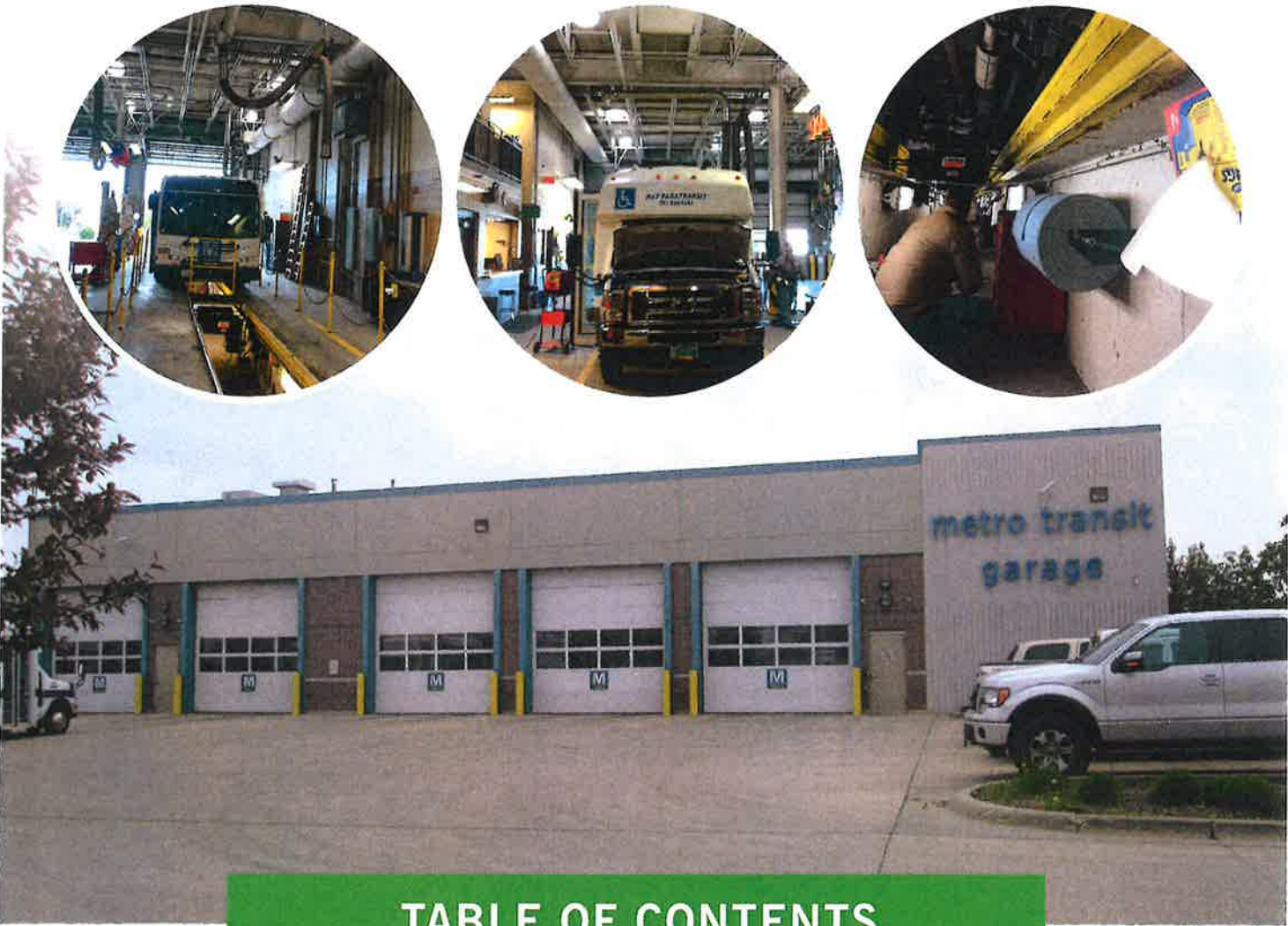


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## Contact Information, Introduction, and Executive Summary



**Cassie McNames, PE**

(mobile) 218-790-3690  
(office) 701-241-2317  
cassie.mcnames@kljeng.com

**Project Manager**

*Cassie has been working with MATBUS since 2015 to improve existing infrastructure and plan for future needs. She has become a trusted advisor to MATBUS and is leading the Architectural/Engineering (A/E) team to complete the second phase of renovations at the Ground Transportation Center (GTC). Having been a key contributor to the 2018 MATBUS Transit Facility Study, Cassie has in-depth knowledge of challenges and future needs of the Metro Transit Garage (MTG) facility, which will be important as MATBUS moves forward with implementation of improvements to the facility.*

### KLJ West Fargo

300 23rd Avenue E, Suite 100  
West Fargo, ND 58078-2650  
701-232-5353  
kljeng.com



## AN EXCEPTIONAL EXPERIENCE

EVERY PROJECT | EVERY TIME

Since the 1930s, we have worked alongside communities of all sizes, partnering with clients such as cities, counties, and developers – just to name a few. We create solutions that turn your visions into reality, improving the lives of people and communities across the nation. Our business model puts you first, providing an exceptional experience that truly reimagines what your project can become.



 **ENGINEERING NOW  
AND FOR THE FUTURE**

 **EXCEPTIONAL  
SERVICE**

 **EXPERIENCE YOU  
CAN COUNT ON**

 **PEOPLE YOU  
CAN TRUST**



**500+  
EMPLOYEE  
OWNERS**



## Foss Architecture + Interiors

Foss Architecture + Interiors is a regional design firm now celebrating more than 120 years of service to clients in the Upper Midwest, with offices in Fargo, ND.



They have earned a reputation as an organization of people who are sensitive to clients' needs, involve them in the decision-making process, and who are recognized as innovative leaders in all phases of professional design services.

Foss offers a full range of professional services, including programming, facility assessment, long-range planning, building design, interior space planning, specifications, cost estimating, construction management, and construction administration. Experienced consultants provide civil, structural, mechanical, and electrical engineering support to the design team. They have the staff and resources to provide an immediate and effective response to client needs – large enough to provide specialized services on any size project, yet personalized enough to work closely with each of their clients.

Foss' extensive experience makes them knowledgeable in the design of flexible, low-maintenance, and long-lasting buildings. They are particularly successful at maximizing the power of every budget dollar. Foss creates highly efficient, cost-effective plans that meet current space needs and provide adaptability for future growth and development.

They are comfortable working with diverse groups of people to identify and integrate their needs and desires. Foss engages with a variety of clients throughout Minnesota and North Dakota to develop highly functional, practical, economically-feasible solutions that have gained the enthusiastic community support often critical to a successful project.

**Point of Contact:** Wade Erickson, AIA; 701-282-5505; [wade@fossarch.com](mailto:wade@fossarch.com)

## MBN Engineering, Inc.

MBN Engineering, Inc., an S Corporation, was established in 2007 to provide engineering services to the upper Midwest. The firm provides civil, electrical, mechanical, and transmission engineering services.



With more than 70 years of combined experience, their principles lead a team of innovative design professionals. MBN is committed to providing engineering services that are tailored to each clients' needs. Their primary goal is to assure a successful outcome on every project they are involved with.

**Point of Contact:** Michael Berger, PE; 701-478-3314; [mike.berger@mbnengr.com](mailto:mike.berger@mbnengr.com)

## Braun Intertec

At Braun Intertec science happens because of their people. They are collaborators with the passion to build innovations that solve your problems. With customization as

a standard and safety as a priority, Braun Intertec provides quality solutions and recommendations for your engineering, environmental, design, and testing challenges. For 60 years, Braun has built a trusted reputation by delivering innovative thinking on scope, on schedule, and on budget.

Braun has a team of nearly 1,000 engineers, scientists, managers, and field personnel specialize in more than 100 technical services. Their expertise, experience, and commitment to excellence have built a trusted reputation by delivering results that have made Braun the consultant of choice across industry and state lines. With rigorous quality assurance/quality control (QA/QC) programs and numerous national accreditations, you'll find reliable and cost-effective solutions regardless of your project scope. They match that expertise and commitment to quality with a collaborative mindset to deliver the science you need to be successful. Every day. On every project.

**Point of Contact:** Ezra Ballinger, PE; 701-492-5872; [eballinger@braunintertec.com](mailto:eballinger@braunintertec.com)



The Science You Build On.

## Q-CAD, Inc.

Q-CAD, Inc. is a small business, woman-owned corporation that began offering CAD conversion



services in March 1992. Their CAD conversion resources and services have expanded to meet the growing demands of our industry. Presently, Q-CAD's staff converts hundreds of plans (floor plans, site, electrical, mechanical, etc.) each month into AutoDesk AutoCAD, AutoDesk Revit, Bentley Microstation, and other CAD formats. Over the past 29-years, Q-CAD has provided CAD drafting services to thousands of clients with varying requirements ranging from converting existing as-built drawings to developing complex 3D models. Their staff consists of CAD operators, architects, and engineers. Their CAD drafting company's operators are highly skilled in AutoCAD, Revit, and Microstation, and perform document conversions within their area of expertise. Q-CAD's staff and CAD expertise has become the foundation of their customer satisfaction, company growth, and success

**Point of Contact:** Lisa Dorsey Darnold; 575-649-7329; [qcad@qcad.com](mailto:qcad@qcad.com)



## Contact Information, Introduction, and Executive Summary



### Executive Summary

MATBUS has a significant decision to make as it looks to move forward with implementation of several planning level concepts developed for the MTG in the MATBUS Transit Facility Study completed by KLJ. The study concluded the MTG will exceed capacity of nearly all functional areas in 2022, with the most urgent needs centering around fleet services and vehicle storage. With the recent renovations KLJ has completed for the GTC, constraints on the administration space have been reduced allowing the focus to be redirected to the immediate needs of fleet services, which includes addressing safety concerns with the existing maintenance pit and replacement of the outdated vehicle lifts proposed in the current Request for Qualifications (RFQ).

Understanding MATBUS will be looking to design and construct a new fleet services facility on site in the next 5 to 10 years, it will be critical to invest current funds in infrastructure that aligns with current and future needs of the facility. With the future plans for the existing fleet services area to be converted into an additional wash bay, bus parking, and administrative space for contractor services, it will be beneficial to consider these future uses with the proposed tasks outlined in the RFQ. The new wash bay is proposed to align with the bay where the existing drive-over pit is located, so identifying a solution to address safety concerns with the pit that won't conflict with the proposed in-ground lift and future needs of the wash bay is ideal. In addition, any new in-ground hoist systems to be installed in the current building should also consider flexibility to be relocated to a new facility.

KLJ has assembled our team to advance the momentum that was developed over the past five years for addressing current and future needs at the MTG. Assuring a consistent team and approach from planning into design is critical. KLJ is the right fit for MATBUS.

### Differentiators

- » KLJ has assembled a multi-disciplinary team with established working relationships and MATBUS experience.
- » Our team has more than 20 years of experience with transit facilities and agencies across the Midwest, including the largest in North Dakota, MATBUS, and Minnesota, Metro Transit.
- » KLJ was responsible for development of the MATBUS Transit Facility Study, which includes planning efforts for the MTG through 2037. Our experience sets us apart in our understanding of your transit operation needs at the MTG:
  - > Current MTG building will be nearing capacity in 2022.
  - > A new fleet services addition is anticipated in the next 5 to 10 years to alleviate overcrowding. Existing fleet services area is proposed to be converted to administrative space for contractor services, additional bus parking, and a second wash bay.
  - > The administrative space constraints have been temporarily improved by renovations at the GTC. However, additional administrative space will be required in the next 10 to 20 years.
  - > An addition to the building will be required to accommodate vehicle storage capacity in the next 5 to 10 years.
- » Our team has proven our ability to develop right-sized solutions to align current and future needs with budgetary constraints through our work with the renovations at the GTC.
- » KLJ is experienced with design, bidding, and construction projects that are funded through the Federal Transit Administration (FTA) and sponsored by the North Dakota Department of Transportation (NDDOT).



MTG existing aerial looking southwest



MTG proposed aerial looking southwest

## Work Plan and Approach Methodology

The project design team's work will be critical to strategizing and implementing the construction of requested improvements at MTG. MATBUS has done a considerable amount of research into vehicle hoist systems that will meet your fleet service needs. Using this information, it will be the design team's responsibility to align the current and future needs with the budget and schedule outlined in the RFQ.

### DRIVE-OVER PIT REPAIR OPTIONS TO BE CONSIDERED:

- Provide recommendations for repairing the pit to continue to operate as built.
- Provide recommendations for modifying the pit to accommodate a new in-ground hoist.
- Provide recommendations for modifying the pit to a slab on grade with provisions to accommodate future wash bay.

### IN-GROUND HOIST OPTIONS TO BE EVALUATED:

- Provide recommendations for integrating in-ground hoist selected by MATBUS into existing building.
- Provide recommendations for alternate hoist system if in-ground hoist is not cost-effective or transferrable to new facility.

## WORK PLAN

### *Preliminary Engineering*

Once the notice to proceed has been issued, our team will hit the ground running with a review of the existing site conditions. This will include review of the existing plans prepared for the MTG and a site visit to assess the drive-over pit and existing vehicle hoist configuration. Our team will be evaluating the existing conditions to prepare preliminary recommendations for options to repair the drive-over pit and potentially replace the existing in-ground hoists to present to MATBUS in Meeting #1.

**Meeting #1:** We will meet with MATBUS once the team has reviewed the existing conditions. We will discuss existing conditions, brainstorm potential options to repair the pit that align with the current and future needs of the facility, and discuss construction phasing requirements to maintain operations. The team will pull forward the feedback received from MATBUS and assemble feasible options to review with MATBUS during Meeting #2.

**Meeting #2:** Preliminary options, including preliminary plans, construction phasing considerations, and opinions of cost will be presented to MATBUS for selection of a preferred option for the drive-over pit and replacement of the in-ground hoists to move forward to the construction documents phase of the project.

## TEAM RESPONSIBILITIES:

- » Cassie McNames, project manager, will oversee project progress and ensure coordination between design team and MATBUS.
- » KLJ's structural engineers will work closely with Braun's geotechnical engineers to evaluate the cause of the deterioration of the drive-over pit, while also considering the structural modifications required to accommodate repairs to the pit and replacement of the in-ground hoists.
- » MBN's mechanical and electrical engineers will identify potential issues with the existing mechanical, electrical, and plumbing to accommodate the proposed work and provide solutions for resolving them.
- » Foss' architectural team will review space and code requirements associated with the proposed construction and provide recommendations for correcting deficiencies identified.
- » KLJ's planning team will consult with NDDOT and FTA on the class of action for the Environmental Assessment (EA) and document. It is anticipated the project will be classified as a Categorical Exclusion (CATEX) to secure National Environmental Policy Act (NEPA) approvals for the construction of the project. KLJ will prepare environmental documentation as required.
- » Q-CAD will be responsible for converting the existing plans into working AutoCAD drawings that can be edited to meet current program needs.

### *Construction Documents*

Upon selection of a preferred repair option by MATBUS at Meeting #2, KLJ's team will integrate feedback from Meeting #2 into the 50 percent progress submittal to include plans, specifications, and opinions of cost.



## Work Plan and Approach Methodology

**Meeting #3:** KLJ will meet with MATBUS upon completion of the 50 percent submittal to review progress and provide updates to any scope, schedule, or budget concerns. Feedback from the 50 percent submittal will be integrated into a 95 percent progress submittal to be reviewed with MATBUS.

**Meeting #4:** KLJ will review the 95 percent progress submittal and provide updates to scope, schedule, or budget concerns with MATBUS.

With MATBUS approval, our team will prepare final plans and specifications to be utilized for bidding and construction. The construction documents will be stamped and signed by design professionals licensed in the State of North Dakota. The final construction documents will be submitted to the City of Fargo Building Inspections for plan review.

### TEAM RESPONSIBILITIES:

- » Cassie McNames, project manager, will oversee project progress and assure coordination between design team and MATBUS. Monthly progress reports will be provided to MATBUS to accommodate monthly invoicing.
- » KLJ's structural engineers will design structural modifications required to accommodate repairs to the pit and replacement of the in-ground hoists.
- » MBN's mechanical and electrical engineers will provide design associated with modifications to existing mechanical, electrical, and plumbing to accommodate the proposed work.
- » Foss' architectural team will review space and code requirements associated with the proposed construction and review final plans for conformance with these requirements.
- » Q-CAD will assist KLJ with the development of final structural plans for the pit repairs and replacement of the in-ground hoists.



### Bidding Assistance

KLJ will provide front-end specifications to be used for bidding purposes, including construction contracts and supplemental conditions. Bidding procedures will follow the North Dakota Century Code, which includes provisions for multiple prime contracts for general construction, mechanical construction, and electrical construction. Bidding services will include:

- » Prepare advertisement for bids.
- » Assemble bid documents and upload them to the appropriate plan rooms and builder's exchanges.
- » Issue addendums and field questions regarding changes or additional information to supplement project drawings and specifications.
- » Attend pre-bid meeting to be held at the MTG.
- » Attend the bid opening, review bids, and verify SAMS registrations.
- » Compile a list of all bidders according to prime contracts for MATBUS and recommend those to be awarded contracts.
- » Issue Notice of Award to the bidders selected by MATBUS.
- » Prepare construction contract documents as required for each prime contract.
- » Issue Notice to Proceed with construction to the prime bidders awarded contracts.

## Work Plan and Approach Methodology

### TEAM RESPONSIBILITIES:

- » Cassie McNames, project manager, will lead the bidding efforts and coordinate with MATBUS, NDDOT, and city attorney.
- » The KLJ and MBN design team members will be responsible for preparing addenda, attendance at the pre-bid meeting, and addressing technical questions raised by potential bidders.

### *Construction Administration*

Having a consultant with prior NDDOT/FTA funding experience will be critical to the successful implementation of this project. Although most A/E consultants are well versed in traditional construction administration activities, the NDDOT/FTA funding brings with it additional requirements for labor compliance and conformance with the federal clauses outlined in the RFQ. KLJ has been assisting MATBUS with the construction of state and federally funded projects since 2015. This experience and knowledge will streamline the construction efforts. Services KLJ will provide during construction include:

- » Davis-Bacon wage rate interviews and submittals.
- » LCP Tracker weekly payroll certification review.
- » Shop drawing review.
- » Answer questions and issue Requests for Information (RFI) as necessary to clarify drawings or specifications.
- » Review of pay requests, preparation of change orders, and review of proposal requests.
- » Attendance and administration of periodic construction meetings.
- » Periodic site visits during construction to review progress.
- » Preparation of a punch list prior to substantial completion.
- » Final walkthrough.
- » Project Closeout.



### TEAM RESPONSIBILITIES:

- » Cassie McNames, project manager, will oversee construction progress and assure coordination between contractor, design team, and MATBUS. She will be responsible for verifying compliance with federal clauses and LCP Tracker reviews.
- » KLJ will designate a representative project representative (RPR) to oversee the Davis-Bacon wage rate interviews, review pay applications, prepare change orders, attend and administer construction meetings, conduct site visits, and prepare substantial completion punch list.
- » The KLJ and MBN design team members will be responsible for reviewing shop drawings, answering questions and requests for information, reviewing pay, attendance at the pre-bid meeting, and addressing technical questions raised by the contractor.

### *Miscellaneous / Unforeseen Items*

#### *Changes During Design*

This Statement of Qualifications (SOQ) is based on our current understanding of the project, and we have tried to account for unforeseen items that may develop as the project proceeds. However, we will only invoice you for time necessary to complete each task identified herein. Should additional tasks arise that are not included in our scope and estimate, we will contact you for approval before the additional work begins.

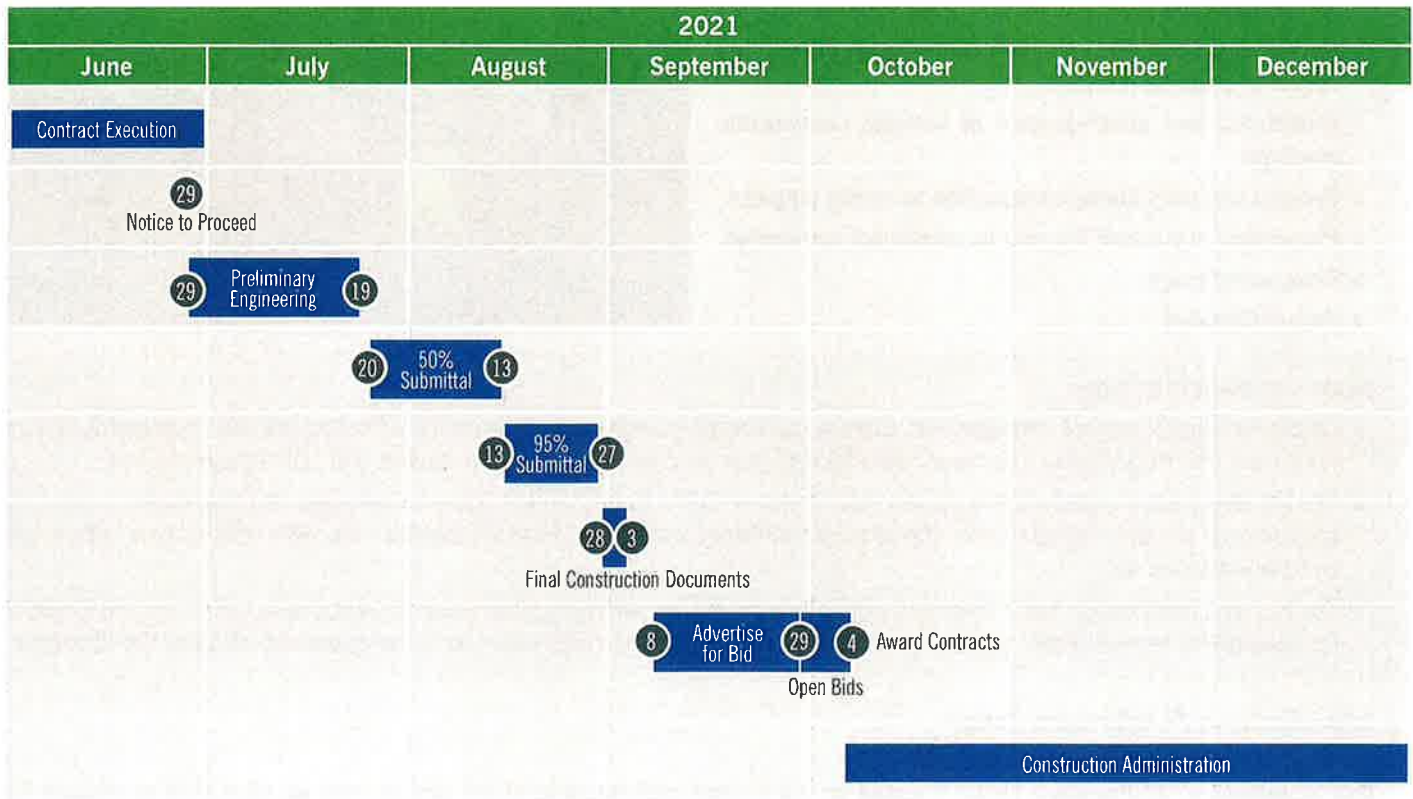
## Work Plan and Approach Methodology

### Changes During Construction

We analyze each proposed change order request. If it is a valid proposal, we negotiate appropriate change order cost and time extensions on your behalf. We then prepare the change order for your approval. Through this process we are able to identify and document the reasons for change. We attempt to maintain a fairness to all parties involved as to not create "questions" in the minds of anyone. We accomplish this while always keeping the best interests of the owner as our top priority.

### Proposed Project Schedule

The following schedule has been prepared based on the milestone schedule included in the RFQ. The schedule will be reviewed and finalized with MATBUS upon selection of our team. Please note it is an extremely volatile market in the construction industry today. We are experiencing higher prices, limited material availability, extremely long lead times, and limited construction resources. As was addressed in the RFQ Addendum 1 issued by MATBUS on April 16, 2021, the proposed in-ground hoists have lead times of 120 to 150 days. If replacement of the in-ground hoists moves forward, the schedule will need to be adjusted to accommodate material availability or alternate vehicle hoists will need to be identified to align with the schedule included in the RFQ. Our team will continue to monitor all of these items as the project develops and the scope of repairs is finalized. We will keep MATBUS apprised of any potential impacts to the schedule as soon as they are known.





## Work Plan and Approach Methodology

### PROJECT EXPERIENCE



#### MATBUS Transit Facility Study | Fargo, ND

Team: KLJ, Foss

Over the past 10 years, MATBUS has quickly outgrown facility investments. The project developed a range of operational growth scenarios to make sure long-range facility planning considers projected growth trends.

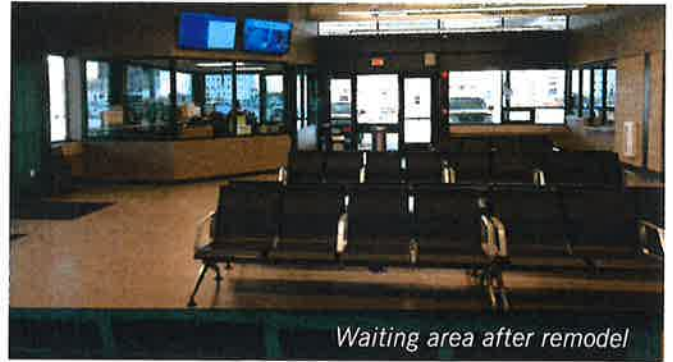
- » **Metro Transit Garage** – A 20-year investment plan was developed to provide expansion options to meet existing storage and maintenance needs for the MATBUS fleet. A final strategy for the MTG includes both a short-to-medium term implementation strategy to address immediate storage and maintenance needs, and a longer-range program to meet needs beyond the next 10 to 15 years.
- » **West Acres Transit Hub** – A series of options were evaluated to accommodate an expanded facility for the West Acres Transit hub. Three primary options were refined and finalized for a future West Acres Transit hub.
- » **Ground Transportation Center** – An evaluation of both short and long-term needs and options at the GTC were developed to meet a series of needs identified by the MATBUS to improve operations of the GTC. A renovation strategy was employed to accommodate various transit functions currently housed at the MTG.

The project developed a range of operational growth scenarios to make sure long-range facility planning considers projected growth trends.

#### GTC Remodel | Fargo, ND

Team: KLJ, Foss, Braun

KLJ led renovations to the GTC to accommodate relocation of key administrative staff to free up administrative space at the MTG to accommodate 20-year growth projections. Areas to be renovated include office space, breakroom, restrooms, dispatch, waiting room, well as installation of energy-efficient electrical and mechanical systems. Exterior renovations of the facility included a new roof, new exterior façade, new exterior canopy system, deck overlay, and new bus parking layout.



Due to funding availability, the project was broken out into two phases. The first phase included interior renovations, half of the deck overlay, and new bus parking layout. The second phase is scheduled to be completed in 2021 with an estimated cost of \$2.19 million. Having a relationship with the stakeholders, in-depth understanding of the individual project goals, familiarity with the funding agencies, and a single project manager for all of the projects allowed KLJ to efficiently and effectively manage the challenges associated with projects of this complexity.

#### GTC Structural/Mechanical Condition Assessment & Deck Repairs | Fargo, ND

Team: KLJ, Braun

KLJ performed an assessment of the below grade parking garage and structural services for repairs to the concrete deck at the GTC. The project was broken down into two phases: Assessment and Construction Repairs. Assessment services included a visual inspection of the GTC concrete deck, parking garage, and mechanical systems. Results of our assessment were presented to the City and GTC staff at various project phases to keep the City informed on progress and allow the City to provide valuable feedback to be included in the final report. The final report included an executive summary, distress evaluation, analysis, repair recommendations, and preliminary opinions of cost. Repairs were categorized by



## Work Plan and Approach Methodology

priority and cost centers. Priorities were classified as either high, medium, or low. The report was finalized in August 2016.

The second phase included preparation of construction documents for repairs to the concrete deck. The scope of repairs included concrete patching, concrete grinding, expansion joint cleaning, striping, and relocation of an existing exhaust duct off of the deck and out of the way of bus traffic. Phasing and staging for construction was closely coordinated with the City to minimize disruptions to the daily operations of the facility. The construction documents were completed in February 2017 and construction was completed in August 2017.

### Public Works Campus Master Plan | Fargo, ND

*Team: KLJ, Foss, MBN*

KLJ is working with the Public Works Department to develop their first-ever campus-wide master plan for the area surrounding the Public Works Central Garage, which includes 170 acres and eight facilities owned or operated by the City. The Master Plan is premised on an evaluation and summary of existing and projected conditions of ongoing operations within facilities owned and operated by the City of Fargo. The study will define existing and projected functional requirements and space needs to guide future facility development and design for the next 10 to 20 years.

Phase I was developed to establish growth rates, determine short and long-term needs for the departments included, and identify potential usages for the BSE IT and Public Works East (PWE) buildings. Forecasting completed in Phase I suggested several participating departments are forecast to experience a deficiency in space for core operations over the next 20 years.

Phase II will define, evaluate, and prioritize a series of site and facility-related Operational Concepts related to the Public Works Campus. Included in Phase II is high-level building assessments of existing infrastructure to identify a more detailed set of system needs that will be integrated into a deferred maintenance list to assist in evaluating the Operational Concepts.



Central Garage maintenance operations

### Public Works General Engineering and Consulting Services | Fargo, ND

*Team: KLJ, Foss, MBN, Braun*

KLJ has been providing engineering and consulting services to the City of Fargo's Public Works Department since 2016. KLJ has completed services for 18 task orders. Some of the projects include:

- » **Central Garage and MTG Garage Fall Protection** – KLJ provided design, bidding, and construction administration for installation of fall protection systems.
- » **Central Garage Renovation and Addition** – Our team developed options to renovate and right size the administrative area of the existing Central Garage and designed an addition that provides additional office space, meeting rooms, locker rooms, Americans with Disabilities Act (ADA) accessibility, and equipment storage. The City is awaiting funding to move forward with bidding and construction services.
- » **PWE Renovations** – To alleviate space constraints, KLJ renovated the PWE building to operate as a secondary fleet storage facility in 2018.
- » **City Hall EV Charging Station** – KLJ is providing design, bidding, and construction services for a new electric vehicle charging station. Design and construction will be complete in 2021 with a total construction cost of \$98,548.

### Park Maintenance Building | Valley City, ND

*Team: Foss, KLJ*

Valley City Parks and Recreation replaced its existing maintenance and storage facility with a new building that offered more space and amenities to accommodate their growing needs. The new 9,000-square-foot facility was built using wood post-frame construction. A mezzanine was also situated within the facility to provide an additional 1,400 square feet of storage capacity. The facility provided the Park District with 20-foot-wide overhead doors to allow maintenance vehicles to enter one side of the facility and exit the other end. The building provides much needed additional space for storage of maintenance vehicles, as well as space for shop maintenance and storage for all their lawn mowing equipment.



Valley City maintenance building



## Work Plan and Approach Methodology

### PROJECT TEAM

KLJ's team has been assembled with the specific needs of MATBUS at the forefront. Our firms and team members have been working together for several years to deliver successful projects for our clients. Our familiarity with MATBUS, City of Fargo, and NDDOT is second to none. MATBUS's ability to leverage our experience will be necessary to maximizing the project budget to align with current and future needs of the MTG. Our team members are highlighted below. Refer to Exhibit D, Sections D and E for our project organizational chart and resumes.

#### KLJ



**Cassie McNames, PE | Project Manager**

Cassie will be administering the contract with the City. Having a project manager with a broad depth of experience managing complex projects with multiple disciplines will be an asset to the City. She has more than 19 years of experience in the planning, design, bidding, and construction of public buildings, including transit facilities such as the GTC. Cassie will manage staffing needs, administer overall project schedule, and assure timely and efficient deliverable development and results. Her experience working with both technical staff and leadership at the City will be instrumental to project success. Cassie will work closely with the City, providing monthly status reports while assuring communication is flowing and progress is being made.



**Wade Kline, PTP | Lead Planner**

Wade will lead coordination efforts between MATBUS and NDDOT to assure appropriate transition of planning level concepts and programming assumptions from the MATBUS Facility Study into the design phase. He will work with Mikayla Boche to oversee and implement the environmental clearances that will be required.



**Chris Weyer, PE | Transit Technical Advisor**

Chris will serve as transit technical advisor. He will use his more than 20 years of experience in transit to provide project delivery expertise to the team. Chris worked for Metro Transit for more than 14 years, giving him an in-depth knowledge of transit services. He has led significant transit projects throughout Minnesota, specifically the Twin Cities, and has experience with FTA-funded projects.



**Mikayla Boche | Environmental Planner**

Mikayla will work with Wade to make sure all environmental clearances are implemented. She will use her 10 years of experience working with local and state agencies to facilitate a smooth environmental process. Mikayla's environmental capabilities range from field data collection to obtaining final approvals. She has experience with NEPA documentation, agency coordination, public involvement, impact analysis, mitigation, wetland delineation, biological/botanical reporting, and permitting. This experience has included projects for federal agencies, state transportation departments, local governments, and private clients across North Dakota, South Dakota, and Minnesota.



*Future site of MTG fleet services*

## Work Plan and Approach Methodology



### Foss Architecture + Interiors



**Wade Erickson, AIA** | Principal Architect

Wade will lead Foss' team. He brings more than 20 years of design and construction experience with him, including his recent work on the MATBUS Transit Facility Analysis and renovations at the GTC. Wade's experience working with MATBUS during early planning stages for the MTG will be instrumental in assuring MATBUS' operational needs are met.



**Patrick DeLaPointe, CCS** | Cost Estimator/Specifier

Patrick brings with him more than 35 years of experience in cost estimating, specification writing, and quality control for large-scale commercial construction. His quality-control acumen is unparalleled in the region. Contractors enjoy working on Foss projects because Patrick makes sure that drawings and specifications are clear and well detailed. This provides value to clients by reducing the risk for change orders during construction.

### MBN Engineering



**Mike Berger, PE** | Electrical Engineer

Mike is the electrical engineering department manager at MBN. He's responsible for all aspects of electrical engineering projects including programming, estimating, design, construction, and administration. Mike has been working with KLJ and the City of Fargo with electrical engineering services for the City Hall EV Charging Station, PWE building renovations, and condition assessments for the Central Garage and BSE IT buildings.



**Jeremy Magelky, PE** | Mechanical Engineer

Jeremy is the manager of the mechanical engineering department at MBN. He's also responsible for preliminary design reports, system option evaluations, design, specifications, estimating, and construction administration for a multitude of projects. Jeremy has been assisting KLJ with mechanical engineering services for the Public Works East building, Central Garage and BSE IT buildings through an on going master services agreement with the City of Fargo Public Works Department.

### Braun Intertec



**Ezra Ballinger, PE** | Geotechnical Engineer

As a senior engineer in Braun Intertec's West Fargo office, Ezra serves as the engineering supervisor and is a project manager of geotechnical engineering and construction materials testing projects for a variety of government, commercial, industrial, and residential projects. His responsibilities include determining client needs, developing estimates and proposals for new projects, and managing projects to see that they stay within budget and are completed on time. Ezra has been an integral part of the KLJ team working as geotechnical engineer of record for the GTC Structural/Mechanical Assessment and recent renovations at the GTC. In addition, he has been working with KLJ on multiple projects at the Central Garage, which is only one block away from the MTG.



*Proposed MTG northwest corner*



*Proposed MTG aerial looking northeast*



# Work Plan and Approach Methodology

## STAFF HOURS BY TASK

FIRM	TASK 1	TASK 2	SUBTOTAL	PERCENT OF TOTAL PROJECT HOURS
KLJ	141	53	194	50%
Foss	8	0	8	2%
MBN	56	56	112	29%
Braun	15	0	15	4%
Q-CAD	40	20	60	15%
<b>TOTAL</b>	<b>260</b>	<b>129</b>	<b>389</b>	

## REFERENCES

### Ben Dow

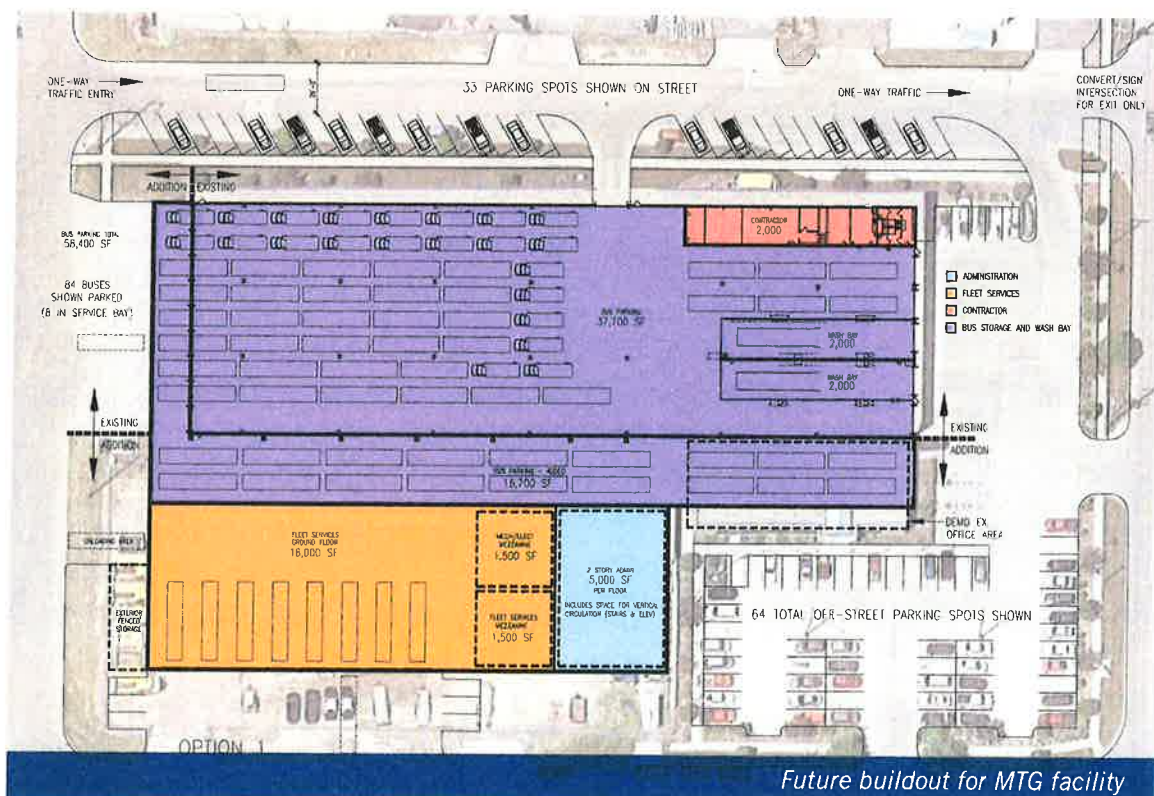
Director of Public Works  
City of Fargo  
402 23rd Street South  
Fargo, ND 58102  
701.241-1453  
bdow@fargond.gov

### Brock Morrison

Director of Facilities Management  
City of Fargo  
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Fargo, ND 58102  
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bmorrison@fargond.gov

### Luke Tillema

Building Official  
City of Minot  
1025 31st Street SE  
Minot, ND 58701  
701-857-4102  
luke.tillema@minotnd.org



Future buildout for MTG facility



## Work Plan and Approach Methodology

### DISADVANTAGED BUSINESS ENTERPRISE (DBE)

KLJ consulted the NDDOT DBE/Airport Concessions Disadvantaged Business Enterprise (ACDBE) directory to identify potential teaming partners for architectural, mechanical, electrical, and geotechnical engineering. As we vetted these potential teaming partners, we placed an emphasis on project experience and staffing availability due to the relatively tight project schedule and budget. Due to having strong, established relationships with our current teaming partners on similar MATBUS and City of Fargo projects, we elected to move forward with the team proposed herein. However, KLJ did consult with Q-CAD, a woman-owned business we are partnered with on this RFQ, to obtain DBE certification in North Dakota. They started the certification process, but were informed they first needed to be certified in their home state of New Mexico. Due to business reasons, Q-CAD has elected to not move forward with certification in their home state. Should the scope of work change, or additional tasks be added, making us unable to complete those items with the proposed team, we will solicit other sub-consultants qualified to complete the tasks, including DBE firms.

### WILLINGNESS TO MEET TIME AND BUDGET REQUIREMENTS

KLJ brings you an experienced project team with the willingness and resources to meet time and budget requirements. Our Work Plan and Project Approach Methodology section highlights our familiarity with your project and FTA/NDDOT funded projects. We have developed a proposed schedule based off the milestone schedule included in the RFQ. The schedule outlines completion dates for significant project tasks and deliverables. Our experience completing similar projects for MATBUS and established management processes facilitates realistic schedule development. We have taken into consideration the time frame required to complete each task and the capacity of individuals designated to those tasks. Once selected, we will work with you to further develop the project schedule, including identifying key tasks with potential to impact overall schedule and budget.

### RECENT, CURRENT, AND PROJECTED WORKLOADS OF THE PERSONS AND/OR FIRMS

Our team has reviewed our current workload and is confident that no conflicts will arise for key staff. We are well-positioned to complete this project. If additional personnel are needed to keep the project on-schedule, our staff will draw from readily available company resources and professionals for assistance. Staff identified on the project team will be dedicated to your project for its duration.

#### AVAILABILITY

Cassie McNames	30% Available
Wade Kline	15% Available
Chris Weyer	15% Available
Mikayla Boche	20% Available
Ezra Ballinger	15% Available
Wade Erickson	15% Available
Patrick DeLaPointe	25% Available
Mike Berger	50% Available
Jeremy Magelky	40% Available

KLJ's cost proposal has been included in a separate sealed envelope per the requirements of the RFQ.

## Exhibit B – Debarment and Suspension Certification

### Exhibit B – DEBARMENT AND SUSPENSION CERTIFICATION

The proposer certifies to the best of its knowledge and belief, and that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not, within a three-year period preceding this proposal/contract, been convicted or had a civil judgment awarded against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public bribery, falsification or destruction of records, making false statement, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification;
4. Have not, within a three-year period preceding this application/proposal/contract, had one or more public transactions (Federal, State, Local) terminated for cause or default.

THE PARTICIPANT, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. 3801 ET SEQ ARE APPLICABLE THERETO.

Greg Clum, CCO

Name



April 5, 2021

Date

## Exhibit C – Lobbying Restrictions Certification

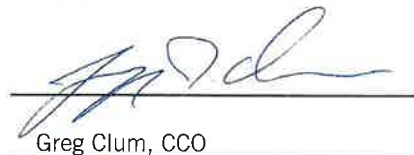


### Exhibit C - LOBBYING RESTRICTIONS CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Handwritten signature of Greg Clum in blue ink.

Greg Clum, CCO

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

April 5, 2021

Date

## ARCHITECT – ENGINEER QUALIFICATIONS

## PART I – CONTRACT SPECIFIC QUALIFICATIONS

## A. CONTRACT INFORMATION

1. TITLE AND LOCATION (*City and State*)

Metro Transit Garage (MTG) Design-Build | Fargo, ND

2. PUBLIC NOTICE DATE

March 31, 2021

3. SOLICITATION OR PROJECT NUMBER

N/A

## B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Greg Clum, Chief Commercial Officer

5. NAME OF FIRM

KLJ Engineering LLC

6. TELEPHONE NUMBER

701-355-8400

7. FAX NUMBER

855-288-8055

8. E-MAIL ADDRESS

greg.clum@kljeng.com

## C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCON-TRACTOR			
a.	<input checked="" type="checkbox"/>			KLJ Engineering LLC <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	300 23rd Avenue Suite 100 West Fargo, ND 58078	Structural and Civil Engineering
b.	<input checked="" type="checkbox"/>			KLJ Engineering LLC <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	370 Wabasha Street North, Suite 300 Saint Paul, MN 55102	Transit Technical Advisor
c.			<input checked="" type="checkbox"/>	Foss Architecture + Interiors, Ltd. <input type="checkbox"/> CHECK IF BRANCH OFFICE	810 First Avenue North Fargo, ND 58012	Architecture, Interior Design, Cost Estimating, Specifications, and Construction Administration
d.			<input checked="" type="checkbox"/>	Braun Intertec <input type="checkbox"/> CHECK IF BRANCH OFFICE	526 10th Street NE, Suite 300 West Fargo, ND 58078	Geotechnical Engineering
e.			<input checked="" type="checkbox"/>	MBN Engineering <input type="checkbox"/> CHECK IF BRANCH OFFICE	503 7th Street North, Suite 200 Fargo, ND 58102	Mechanical Engineering, Electrical Engineering, and Fire Protection
f.			<input checked="" type="checkbox"/>	Q-CAD, Inc. <input type="checkbox"/> CHECK IF BRANCH OFFICE	13170 Central Ave SE, Ste B #224 Albuquerque, NM 87123	CAD Drafting Services

## D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☒ (Attached)



## D. ORGANIZATIONAL CHART OF PROPOSED TEAM



## E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME <b>Cassie McNames, PE</b>	13. ROLE IN THIS CONTRACT <b>Project Manager</b>	14. YEARS EXPERIENCE	
		A. TOTAL 19	B. WITH CURRENT FIRM 10
15. FIRM NAME AND LOCATION (CITY AND STATE) KLJ – West Fargo, ND			
16. EDUCATION (DEGREE AND SPECIALIZATION) MS Civil Engineering – North Dakota State University BS Civil Engineering – North Dakota State University		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer – ND, MN, MT, SD, IA, WY, TX	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) <b>Training:</b> Dale Carnegie Course; PSMJ Project Management Training; North Dakota American Council of Engineering Companies (ND ACEC) Emerging Leadership Institute			

## 19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
<b>City of Fargo</b> Ground Transportation Center Remodel – Fargo, ND		ongoing	2020
a.	(3) BRIEF DESCRIPTION (Briefscope, size, cost, etc.) AND SPECIFIC ROLE Project Manager – Cassie is the project manager for design, bidding, and construction efforts associated with interior and exterior renovations to the GTC. The project includes renovations to better utilize existing space within the facility and create a more secure and safe experience for passengers and dispatch. Exterior improvements include roof replacement, reconfiguration of canopies, deck repairs, and improved bus parking layout. Cassie is responsible for project budget, deliverables, schedule, and consultant coordination. The project is funded by an FTA grant through NDDOT. Phase I was completed in 2020 and Phase II is estimated for completion in 2021.		
<b>City of Fargo</b> Fargo Public Works Master Plan – Fargo, ND		ongoing	N/A
b.	(3) BRIEF DESCRIPTION (Briefscope, size, cost, etc.) AND SPECIFIC ROLE Project Manager – Since early 2019, KLJ has been working with the Public Works Department to develop a campus-wide master plan for the area surrounding the Public Works Central Garage, which includes 170 acres and eight facilities owned or operated by the City. Cassie is responsible for maintaining lines of communication between the Public Works Director, project advisory committee, and the design team; project schedule; project budget; deliverables; and quality assurance. The purpose of this study is to define existing and projected functional requirements and space needs to guide future facility development and design for the City of Fargo Public Works functions for the next 10 to 20 years.		
<b>Fargo-Moorhead Metropolitan Council of Governments (Metro COG)</b> MATBUS Transit Facility Study – Fargo, ND/Moorhead, MN		2017-2018	N/A
c.	(3) BRIEF DESCRIPTION (Briefscope, size, cost, etc.) AND SPECIFIC ROLE Structural Engineer – Cassie was responsible for the programming and feasibility studies for the transit hubs, GTC, and MTG for the study. The study developed a program for maintaining, renovating, and improving the current MATBUS infrastructure for sustained growth through 2037, a 30-year window. Her responsibilities included consultant coordination, collaboration with MATBUS and Metro COG, stakeholder meetings, and structural design considerations as it relates to facility planning.		
<b>City of Fargo</b> Ground Transportation Center Deck Repair – Fargo, ND		2017	2017
d.	(3) BRIEF DESCRIPTION (Briefscope, size, cost, etc.) AND SPECIFIC ROLE Project Manager/Lead Structural Engineer – The project involved repairs of the GTC deck and relocation of an underground mechanical exhaust duct. KLJ also prepared plans and specifications for bidding and construction for the deck repairs, which were funded through an NDDOT/FTA grant. Cassie was the owner's representative for the City, overseeing design and construction.		
<b>City of Fargo</b> GTC Garage Structural/Mechanical Condition Assessment – Fargo, ND		2015	N/A
e.	(3) BRIEF DESCRIPTION (Briefscope, size, cost, etc.) AND SPECIFIC ROLE Project Manager/Lead Structural Engineer – The project included a structural and mechanical assessment of the GTC deck and parking garage. Assessment services included a visual inspection of the GTC concrete deck, parking garage, and mechanical systems. Analysis results were presented to the City and GTC staff as various project stages to keep the City informed on progress and allow the City to provide valuable feedback to be included in the final report. The final report included an executive summary, distress evaluation, analysis, repair recommendations, and preliminary opinions of cost.		



## E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME <b>Wade Kline, PTP</b>	13. ROLE IN THIS CONTRACT <b>Lead Planner</b>	14. YEARS EXPERIENCE A. TOTAL 22 B. WITH CURRENT FIRM 6	
15. FIRM NAME AND LOCATION (CITY AND STATE) KLJ – West Fargo, ND			
16. EDUCATION (DEGREE AND SPECIALIZATION) BA Urban Planning – St. Cloud State University		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Transportation Planner	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Wade has more than 20 years of regional and metropolitan planning experience. He has worked on countless multimodal regional/metropolitan planning studies. Wade has been involved in numerous subarea corridor planning studies. He has experience in intergovernmental relations and as a liaison in local/regional/metropolitan and Department of Transportation (DOT) coordination issues covering a range of modal areas.			

## 19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
<b>City of Fargo</b> Public Works Master Plan – Fargo, ND	PROFESSIONAL SERVICES 2020	CONSTRUCTION (If applicable) N/A
a. (3) BRIEF DESCRIPTION (Briefscope, size, cost, etc.) AND SPECIFIC ROLE Lead Planning Analyst – Wade served as a lead planning analyst on the development of the Fargo Public Works Master Plan – Phase I Report. He was responsible for development of system-wide growth trends analysis. Trends analysis supported projected system-wide needs development on a campus-wide basis for the Public Works and Central Garage.	<input checked="" type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM	
(1) TITLE AND LOCATION (City and State) <b>City of Fargo</b> MATBUS Transit Capital Cost Sharing Study – Fargo, ND/ Moorhead, MN	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2007 CONSTRUCTION (If applicable) N/A	
b. (3) BRIEF DESCRIPTION (Briefscope, size, cost, etc.) AND SPECIFIC ROLE Author – Wade authored a transit capital cost sharing study for MATBUS. The study developed short, medium, and long-range assessment of transit capital (rolling stock) needs for MATBUS (Fargo and Moorhead) and outlined potential cost savings and streamline to joint operations of transit capital. As part of the analysis, existing cost sharing agreements (including the current GTC operating agreement between the City of Fargo and City of Moorhead) were reviewed for consistency against existing transit operating procedures.	<input type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM	
(1) TITLE AND LOCATION (City and State) <b>NDDOT</b> ND Moves – Active and Public Transportation Plan – North Dakota	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2018-2019 CONSTRUCTION (If applicable) N/A	
c. (3) BRIEF DESCRIPTION (Briefscope, size, cost, etc.) AND SPECIFIC ROLE Project Manager – Wade led stakeholder and public involvement elements of the ND Moves Statewide Active and Public Transportation Plan for NDDOT. His role also involves a review and summary of statewide planning and programming processes that support public transit.	<input checked="" type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM	
(1) TITLE AND LOCATION (City and State) <b>Fargo-Moorhead Metro COG</b> MATBUS Transit Facility Study – Fargo, ND/Moorhead, MN	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2018 CONSTRUCTION (If applicable) N/A	
d. (3) BRIEF DESCRIPTION (Briefscope, size, cost, etc.) AND SPECIFIC ROLE Project Manager – KLJ completed the MATBUS Transit Facility Development Strategy. Recent facility investments have been quickly outgrown by MATBUS over the past 10 years. Primary focus is looking at the MTG, GTC, and West Acres Transit Hub. The project developed a range of operational growth scenarios to assist in assuring long-range facility planning considers projected growth trends at each of these major facilities. A series of options were developed for each facility to accommodate future system growth and operation.	<input checked="" type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM	
(1) TITLE AND LOCATION (City and State) <b>Grand Forks-East Grand Forks MPO</b> Transit Development Plan (TDP) – Grand Forks/East Grand Forks, ND	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2017 CONSTRUCTION (If applicable) N/A	
e. (3) BRIEF DESCRIPTION (Briefscope, size, cost, etc.) AND SPECIFIC ROLE Lead Planner – KLJ completed an update of the Transit Development Plan, which proposed a full operational restructure to maximize current investments in CAT, which is roughly cost neutral. Based on technical analysis and public input, it was determined the balance of system ridership was carried by less than half of the CAT system. The TDP update was developed in coordination with performance measures recently outlined by Minnesota Department of Transportation (MnDOT) as part of the Minnesota Transit Investment Plan. The TDP included an update to the currently local developed coordinated human services public transit plan, and in the process identified improvements to the current Dial-A-Ride system through coordinated effort with area human services agencies.	<input checked="" type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM	

## E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME <b>Chris Weyer, PE</b>	13. ROLE IN THIS CONTRACT <b>Transit Technical Advisor</b>	14. YEARS EXPERIENCE A. TOTAL 25 B. WITH CURRENT FIRM 2	
15. FIRM NAME AND LOCATION (CITY AND STATE) KLJ – Saint Paul, MN			
16. EDUCATION (DEGREE AND SPECIALIZATION) BS Civil Engineering – University of Minnesota		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer – MN	

## 18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Chris has more than 20 years of project management experience focusing on rail, municipal, transit, and construction projects, and more than 18 years of FTA-funded project experience. He served as project manager for several transit and transportation projects with clients, including Metro Transit, MnDOT, and multiple cities and counties. Prior to consulting, he served as assistant general manager of transit systems development directing the Southwest Light Rail Transit (LRT) project. Chris also played key design and construction roles on the delivery of the Central Corridor LRT (Green Line) and Northstar Commuter Rail projects.

## 19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
<b>Met Council/Metro Transit</b> Northstar Commuter Rail Vehicle Maintenance Facility (VMF) Drop Table and Extra Track – Big Lake, MN	2017	2019
a. (3) BRIEF DESCRIPTION (Briefscope, size, cost, etc.) AND SPECIFIC ROLE Project Manager – Chris was responsible for administering contracts, coordinating design disciplines and resolving issues among multiple stakeholders. He provided design services for the Northstar Commuter Rail VMF drop table and extra track project. This project will enhance existing train maintenance capacity and provide for added flexibility for the maintenance and inspection of fleet. The project includes a new drop table for the existing service and inspection track, a new repair track and pit, electrical relocations of the conflicting electrical trench, new electrical for the drop table and other shop areas, and improvements to the shop floor drainage and wheel storage area.	<input type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM	
<b>Met Council/Metro Transit</b> North Side Bus Garage Facility – Minneapolis, MN	2017	2022 (est)
b. (3) BRIEF DESCRIPTION (Briefscope, size, cost, etc.) AND SPECIFIC ROLE Project Manager – Chris was project manager for the planning/study of the future Heywood II (now North Side) Bus Garage Facility in the early 2000s. He was responsible for managing the study of an existing building along with site designs for a future bus maintenance facility. This study supported the acquisition of a multi-acre site adjacent to the existing Heywood Bus Maintenance Facility. Chris subsequently was the lead civil engineer responsible for the site team in developing the demolition and site preparation packages, as well as coordinating permit activities. The North Side Garage is a new 200-bus operation and maintenance facility that will expand Metro Transit's capacity on a regionally optimal site, while recognizing efficiencies and integrating best practice innovations to set the bar for the industry.	<input type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM	
<b>MnDOT</b> Northern Lights Express (NLX) Station Preliminary Engineering and Tier 2 EA – Minneapolis to Duluth, MN	2016	N/A
c. (3) BRIEF DESCRIPTION (Briefscope, size, cost, etc.) AND SPECIFIC ROLE Local Client Liaison – Chris was responsible for coordinating the station area planning, concepts, and cost estimates for Northern Lights stations at the Duluth Depot, Coon Rapids, and at the Target Field Station in downtown Minneapolis, and coordinating the site layouts and functional requirements for a potential maintenance facility and layover yards. Chris also provided public involvement support and stakeholder coordination. Project team provided environmental and design services for a Tier 2 EA for NLX, a high-speed passenger rail corridor from Minneapolis to Duluth.	<input type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM	
<b>Met Council/Metro Transit</b> Mall of America Transit Station Rehabilitation – Minneapolis, MN	2008	2009
d. (3) BRIEF DESCRIPTION (Briefscope, size, cost, etc.) AND SPECIFIC ROLE Project Manager – Chris served as project manager for the design and construction of renovations to the Mall of America Transit Station. He was responsible for all aspects of project delivery, including planning, design, and construction. The project involved significant renovations to the existing transit station required as a result of moving Hiawatha LRT into the mall. This required a high degree of constant coordination with mall management within a tight time frame of completion prior to the opening of the LRT station in December 2009.	<input type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM	

## E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME <b>Mikayla Boche</b>	13. ROLE IN THIS CONTRACT <b>Environmental Planner</b>	14. YEARS EXPERIENCE	
		A. TOTAL 10	B. WITH CURRENT FIRM 9
15. FIRM NAME AND LOCATION (CITY AND STATE) KLJ – West Fargo, ND			
16. EDUCATION (DEGREE AND SPECIALIZATION) MS Natural Resources Management – North Dakota State University; BA Anthropology (Cultural Emphasis) Minors in Biology and Astronomy – Minnesota State University Moorhead		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Certified Professional Wetland Delineator – Minnesota Wetland Professional Certification Program	

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)  
Mikayla is an environmental planner and Certified Professional Wetland Delineator (Minnesota Wetland Delineator Certification Program) with eight years of natural resources experience, ranging from field data collection to obtaining final approvals. She has completed NEPA documentation, agency coordination, public involvement, wetland delineation, biological/botanical reporting, and permitting (e.g., watershed, floodplain, Wetland Conservation Act [WCA], Section 404 of the Clean Water Act, Minnesota Department of Natural Resources [MNDNR] Public Waters) for a multitude of projects. This experience has included extensive coordination with and on behalf of various federal, state, local, and private entities across North Dakota, Minnesota, and South Dakota.

**Training:** Shipley Group – NEPA Core Principles and NEPA and Section 106. **Professional Memberships:** Minnesota Wetland Professionals Association; National Association of Environmental Professionals.

## 19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
<b>City of Fargo</b> 64th Avenue South Reconstruction and Interstate Overpass – Fargo, ND		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) 2021+ (est)
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Environmental Planner – Mikayla was responsible for Documented CATEX pursuant to the NEPA for a City of Fargo project to reconstruct approximately one mile of 64th Avenue South and construct a new overpass over Interstate 29. Mikayla also organized the public input meeting, completed Section 4(f) documentation, led the traffic noise analysis, and obtained Section 404 permits for the project. <input checked="" type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM		
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
<b>City of Moorhead</b> Downtown Railroad Crossing Mobility Improvement – Moorhead, MN		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Year
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Environmental Planner – Mikayla is responsible for the environmental review process for the railroad/roadway grade separation at two railroad crossings. She is the primary author of the Non-Programmatic CATEX pursuant to NEPA, including Section 4(f) documentation, environmental justice analysis, and floodplain assessment. In addition, Mikayla is also the primary author of the Traffic Noise Analysis for the project, including the first quantitative analysis of train noise performed for MnDOT <input checked="" type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM		
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
<b>NDDOT</b> Northwest Truck Reliever Route – New Town, ND		PROFESSIONAL SERVICES 2018	CONSTRUCTION (If applicable) 2019
c.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Environmental Planner – Mikayla was responsible for the environmental review and permitting of a new 1.4-mile State highway. She was the primary author of an EA pursuant to NEPA and was responsible for field surveys and reporting (e.g., wetlands, noise, cultural, wildlife resources, contamination, asbestos), agency coordination, public meetings, and permitting. The project included reconfiguration of the New Town Golf Course and required Section 4(f), Section 6(f), Section 408, Section 404, and Section 7 approvals. <input checked="" type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM		
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
<b>NDDOT</b> US Highway 85 Expansion – Stark, Billings, and McKenzie Counties, ND		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing
d.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Environmental Planner – Mikayla was one of the primary authors of the Environmental Impact Statement (EIS) pursuant to NEPA for a project to four-lane 62 miles of US Highway 85, including the rehabilitation or replacement of the historic Long X Bridge over the Little Missouri River. Mikayla also organized public hearings for the Draft EIS, was responsible for the preparation of a habitat assessment to determine the need and feasibility of wildlife crossings/accommodations, and provided quality control review for the habitat assessment and acoustic monitoring for the northern long-eared bat. <input checked="" type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM		



## E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME <b>Wade Erickson, AIA</b>	13. ROLE IN THIS CONTRACT <b>Principal Architect</b>	14. YEARS EXPERIENCE	
		A. TOTAL 25	B. WITH CURRENT FIRM 19
15. FIRM NAME AND LOCATION (CITY AND STATE) Foss Architecture + Interiors, Ltd. – Fargo, ND			
16. EDUCATION (DEGREE AND SPECIALIZATION) BS Environmental Design – North Dakota State University Bachelor of Architecture – North Dakota State University		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Architect – ND, SD, MN	

## 18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Wade has worked in this region for the past 26 years, joining the Foss team in fall 2001, and becoming a principal of the firm in 2008. He brings with him a wealth of experience in all phases of project development from initial client contacts through project closeout. In addition to facility planning and concept design, Wade has experience with contract administration, team coordination, scheduling, budget control, and client relations. Wade's diverse background enables him to develop successful and desirable designs for the client, along with the ability to deliver the same on time. **Professional Memberships:** American Institute of Architects

## 19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
<b>Fargo-Moorhead Metro COG</b> MATBUS Transit Facility Analysis – Fargo, ND/Moorhead, MN	PROFESSIONAL SERVICES 2018	CONSTRUCTION (If applicable) N/A
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Architect – Foss assisted KLJ with a transit study to determine programming requirements to expand and renovate the MTG and to renovate the GTC. Wade assisted with discussions of programming requirements and prepared recommendations and options to improve operations, reviewed opportunities to consolidate operations between the MTG and GTC to maximize space and utilize excess space, and to provide for future expansion/growth.	<input checked="" type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM	
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
<b>City of Fargo</b> Ground Transportation Center Remodel – Fargo, ND	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) 2020
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Principal Architect – Wade is responsible for architecture oversight, including architectural/interior design, bidding assistance, and construction administration efforts associated with interior and exterior renovations. The project includes renovations to better utilize existing space within the facility and create a more secure and safe experience for passengers and dispatch. Exterior improvements include roof replacement, reconfiguration of canopies, deck repairs, and improved bus parking layout. The project is funded by an FTA grant through NDDOT. Phase I was completed in 2020 and Phase II is estimated for completion in 2021.	<input checked="" type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM	
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
<b>City of Fargo</b> Public Works Master Plan, Phase 1 – Fargo, ND	PROFESSIONAL SERVICES 2020	CONSTRUCTION (If applicable) N/A
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Architect – Wade assisted KLJ with space programming for the first phase of the Public Works Campus Master Plan. He met with multiple departments, including police, solid waste, and public works to identify goals, objectives, and visions for future needs of each department. The purpose of the study was to define existing and projected functional requirements and space needs that will guide future facility development and design for the city of Fargo Public Works functions for the next 10 to 20 years. The master plan is intended to be a tool for future infrastructure planning and programming efforts for the City of Fargo.	<input checked="" type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM	
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
<b>City of Valley City</b> Park Maintenance Building – Valley City, ND	PROFESSIONAL SERVICES 2017	CONSTRUCTION (If applicable) 2018
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager – The new facility offers more space and amenities to accommodate their growing needs. The building provides a mezzanine for storage, a larger area for general shop maintenance, wash bay, toilet rooms, and modern lighting, and mechanical systems. Size: 9,000 square feet. Construction Cost: \$679,091.	<input checked="" type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM	
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
<b>MnDOT</b> Red River Weigh Scale Facility Upgrades – Moorhead, MN	PROFESSIONAL SERVICES 2011	CONSTRUCTION (If applicable) 2013
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager – Foss initially performed a facility assessment of the existing facility for the MnDOT from which a scope of work and complete set of construction documents were generated. The upgrades included roof and wall repairs, exterior solar control and reglazing of the curtainwall system around the control room, upgrades to the HVAC system, revised room layouts of the control room, upgrades to the fire alarm and security system, and the addition of a small generator room. Size: 8,800 square feet. Construction Cost: \$318,824. Wade served as <b>project manager responsible</b> for overall project management.	<input checked="" type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM	

## E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME <b>Patrick DeLaPointe, CCS</b>	13. ROLE IN THIS CONTRACT <b>Cost Estimating/Specifications</b>	14. YEARS EXPERIENCE	
		A. TOTAL 47	B. WITH CURRENT FIRM 37

15. FIRM NAME AND LOCATION (CITY AND STATE)  
Foss Architecture + Interiors, Ltd. – Fargo, ND

16. EDUCATION (DEGREE AND SPECIALIZATION)  
BA Architecture – North Dakota State University

17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)  
Certified Construction Specifier

## 18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

For accurate cost estimates, you can depend on Pat. His training and experience both as an architect and as a project manager for a large commercial construction company sets him apart from the majority of cost estimators. Throughout the design process, Pat provides a system of budget checks and controls that has been central to the Foss team's outstanding performance in this critical area for 38 years. During the construction document phase, Pat red-lines the drawings, as well as prepares the specifications. He has worked with clients, contractors, and suppliers to develop cost-effective, high-performance solutions on both new and renovation projects. **Professional Memberships:** Construction Specifications Institute.

## 19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
<b>UPS</b> Parcel Distribution Facility – Fargo, ND	2020	2021 (est.)
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Cost Estimator/Specifications – Foss was enlisted to design a new building to serve as the UPS air service gateway and distribution center located at Hector Airport. The building includes offices, sorting and distribution center, ground service equipment storage and aircraft mechanics storage. Size: 63,592 square feet. Construction Cost: \$8,000,000 (est.).	<input checked="" type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM	
<b>City of Fargo</b> Ground Transportation Center Remodel – Fargo, ND	Ongoing	2020
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Cost Estimator/Specifier – Pat is responsible for preparing cost estimating and technical specifications associated with interior and exterior renovations to the GTC. The project includes renovations to better utilize existing space within the facility and creation of a more secure and safe experience for passengers and dispatch. Exterior improvements include roof replacement, reconfiguration of canopies, deck repairs, and improved bus parking layout. The project is funded by an FTA grant through NDDOT. Phase I was completed in 2020 and Phase II is estimated for completion in 2021.	<input checked="" type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM	
<b>Total Ag Industries</b> Main Office and Production Facility – Hillsboro, ND	2010	2013
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Cost Estimator/Specifications – A new facility was designed to efficiently function for the complexity of the company's operation, work flow, and production process. The facility includes a 42,000-square foot pre-engineered metal building to house a majority of the company's production operation.	<input checked="" type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM	
<b>City of Valley City</b> Park Maintenance Building – Valley City, ND	2017	2018
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Cost Estimator/Specifications – Foss provided design and construction of a new 60 by 150-foot pre-engineered wood-framed Park Maintenance Facility to be used primarily for storage with some accessory work areas and restrooms. New facility that offers more space and amenities to accommodate their growing needs. The building provides a mezzanine for storage, a larger area for general shop maintenance, wash bay, toilet rooms, and modern lighting, and mechanical systems. Size: 9,000 square feet. Construction Cost: \$679,091.	<input checked="" type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM	
<b>Northland Community and Technical College</b> Aviation Addition and Renovation – Thief River Falls, MN	2014	2016
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Cost Estimator/Specifications – The project consists of demolition of two existing buildings to make room for a new structure to house a recip./turbine engine lab with multi-purpose space for sheet metal/composite area, paint booth, storage areas, Unmanned Aircraft System (UAS) hangar, security room, imaging analysis, and a number of other support spaces. The addition improves space utilization and provides flexible multipurpose lab space to help promote the growth of the UAS program and emerging technologies to come. Size: 20,300 square feet. New Construction: 5,493 square feet. Construction Cost: \$4,958,355.	<input checked="" type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM	

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT***(Complete one Section E for each key person.)*

12. NAME Jeremy Magelky, P.E.	13. ROLE IN THIS CONTRACT Mechanical/Fire Protection Project Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 16	b. WITH CURRENT FIRM 13
15. FIRM NAME AND LOCATION <i>(City and State)</i> MBN Engineering, Inc. Fargo, ND			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> B.S. Mechanical Engineering North Dakota State University, Fargo, North Dakota - 2004		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> ND #6248 - 2008 SD #13368 MN #47397 UT #1161130 CO #0053968 WI #46124-6	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> American Society of Heating, Refrigeration and Air-Conditioning Engineers			

**19. RELEVANT PROJECTS**

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	City of Fargo Public Works East Remodel Fargo, ND Contact: Ben Dow 701-241-1453	2018	2019
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE The project included remodeling of the Public Works East Building to create additional vehicle storage space. Mechanical design included new plumbing systems for the new spaces, new fire protection for the entire facility, and new gas fired unit heaters for the vehicle storage areas.		<input checked="" type="checkbox"/> Check if project performed with current firm	
b.	City of Fargo Central Garage Addition and Remodel Fargo, North Dakota Contact: Ben Dow 701-241-1453	2017	N/A
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE The project included a 6,000 square foot, two story renovation and 1,900 square foot, two story addition to the existing Central Garage facility. The new space was offices, locker rooms, and parts storage. Mechanical design included plumbing system modifications for the building and a new VAV air handling system with gas fired heat and DX cooling for the new spaces.		<input checked="" type="checkbox"/> Check if project performed with current firm	
c.	Wadena County Transfer Station Expansion Wadena, MN	2014	2015
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE This project consisted of a 7,600 square foot addition to the existing waste transfer facility. The mechanical system design included new louvers, exhaust fans, carbon monoxide detectors, and motorized dampers for vehicle exhaust. The system provided both whole building ventilation for odor control and automatic ventilation in response to toxic gases.		<input checked="" type="checkbox"/> Check if project performed with current firm	
d.	General Equipment and Swanston Equipment Buildings Bismarck, North Dakota Contact: Don Shilling 701-364-2210	2011	2012
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE The project included two new facilities, each with 20,000 square feet of shop and office space. The shop mechanical systems included hydronic in-floor heat, gas fired make-up air units/exhaust fans, CO and NO2 detection systems, and gas fired unit heaters. The office spaces are served by rooftop units and gas fired furnaces. The design also include the plumbing systems in both facilities and the fire protection systems for both facilities.		<input checked="" type="checkbox"/> Check if project performed with current firm	
e.	NDNG Readiness Center Fargo, ND Contact: Clark Johnson 701-333-2075	2019 - Present	Ongoing
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE The project is a new 95,000 square foot Readiness Center in Fargo, ND. The readiness center includes vehicle maintenance, offices, auditoriums, gymnasium space, unit storage areas, conference spaces and other support spaces. The building was placed on a new site which included a new secure entrance and access control building and a new 60,000 square foot UVES vehicle storage facility. The project was designed to obtain a LEED version 4.0 silver certifications. MBN Engineering is the LEED coordinator and LEED accredited professional for the project. Mechanical systems included gas fired central boiler plant, air cooled chiller, air handling units with VAV controls, gas fired unit heaters, make up air systems, kitchen exhaust system, plumbing systems, fire protection systems including chemical suppression and automatic temperature controls.		<input checked="" type="checkbox"/> Check if project performed with current firm	

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT***(Complete one Section E for each key person.)*

12. NAME Michael A. Berger, P.E., LEED AP BD+C	13. ROLE IN THIS CONTRACT Principal Electrical Engineer	14. YEARS EXPERIENCE a. TOTAL 25      b. WITH CURRENT FIRM 13	
15. FIRM NAME AND LOCATION (City and State) MBN Engineering, Inc. Fargo, ND			
16. EDUCATION (DEGREE AND SPECIALIZATION) BS in Electrical Engineering North Dakota State University, Fargo, North Dakota - 1995		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Electrical Engineer-North Dakota-#4438-2000 Electrical Engineer-Utah-#11157581-2018 Electrical Engineer-Minnesota-#40294-2000 Electrical Engineer-South Dakota-#7028-2000 Electrical Engineer-Colorado-#52783-2018 Electrical Engineer-Montana-#15814-2003 Electrical Engineer-Nebraska-#16037-2016	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Fargo Moorhead Electrical Industry Association, Construction Specification Institute, Syn-Aud-Con, International Association of Electrical Inspectors, Illumination Engineering Society of North Avenue, LEED Accredited Professional BD+C			

**19. RELEVANT PROJECTS**

a.	(1) TITLE AND LOCATION (City and State) Moorhead Schools Transportation and Operation Center Moorhead, MN      Contact: Dan Markert, 218-284-3345	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2019      CONSTRUCTION (If applicable) 2020	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE X Check if project performed with current firm This project is a 75,000 square foot addition to an existing car dealership to establish a bus storage facility, maintenance bay and operations center for the Moorhead School District. Electrical design included interior and exterior lighting and controls, power distribution systems including a backup power generator, fire alarm system, telecommunications wiring system, security and surveillance systems, and A-V systems.		
b.	(1) TITLE AND LOCATION (City and State) City of Fargo Public Works East Remodel Fargo, ND      Contact: Ben Dow, 701-241-1453	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2018      CONSTRUCTION (If applicable) 2019	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE X Check if project performed with current firm The project included remodeling of the Public Works East Building to create additional vehicle storage space and to update the buildings mechanical and electrical systems that were out of date. Electrical design included lighting upgrades throughout the building, power distribution system modifications and branch circuit wiring design.		
c.	(1) TITLE AND LOCATION (City and State) City of Fargo Central Garage Addition and Remodel Fargo, ND      Contact: Ben Dow, 701-241-1453	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2017      CONSTRUCTION (If applicable) N/A	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE X Check if project performed with current firm The project included design for a 6,000 square foot, two story renovation and 1,900 square foot, two story addition to the existing Central Garage facility. The new space was offices, locker rooms, and parts storage. Electrical design included interior and exterior lighting and controls, power distribution, telecommunications cabling system, surveillance cameras, A-V systems and card access.		
d.	(1) TITLE AND LOCATION (City and State) Fargo Park District Maintenance Facility Fargo, ND      Contact: Dave Leker 701-499-6073	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2011      CONSTRUCTION (If applicable) 2012	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE X Check if project performed with current firm This is a new office building, vehicle maintenance and vehicle storage facility along 7 <sup>th</sup> avenue north in Fargo. The electrical design included interior and exterior lighting, power distribution systems, telecommunications cabling systems, fire alarm system, access control and camera systems.		
e.	(1) TITLE AND LOCATION (City and State) NDNG Readiness Center Fargo, ND      Contact: Clark Johnson 701-333-2075	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2019 - Present      CONSTRUCTION (If applicable) Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE X Check if project performed with current firm The project was a new 95,000 square foot Readiness Center with vehicle service bays in Fargo, ND. The building was placed on a new site which included a new secure entrance and access control building and a new 60,000 square foot UVES vehicle storage facility. The project was designed to obtain a LEED version 4.0 silver certifications. MBN Engineering is the LEED coordinator and LEED accredited professional for the project. Electrical design included lighting and controls, power distribution systems including a backup power generator, fire alarm system, telecommunications wiring system, security and surveillance systems, and A-V systems.		



**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT***(Complete one Section E for each key person.)*

12. NAME Ezra Ballinger	13. ROLE IN THIS CONTRACT Geotechnical & Materials Engineer	14. YEARS EXPERIENCE a. TOTAL 15      b. WITH CURRENT FIRM 10	
15. FIRM NAME AND LOCATION (City and State) Braun Intertec Corporation, West Fargo, North Dakota			
16. EDUCATION (DEGREE AND SPECIALIZATION) Bachelor of Science in Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) North Dakota Professional Engineer No. PE-7328	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) President of North Dakota Society of Professional Engineers (NDSPE), Past President of Chapter 4 of NDSPE			

**19. RELEVANT PROJECTS**

a. (1) TITLE AND LOCATION (City and State) GTC Parking Garage - Fargo, North Dakota	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2016	CONSTRUCTION (IF APPLICABLE) 2018-2020
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Senior engineer working with KLJ on the project to evaluate potential causes for distress within the 30 year old parking garage. Exploration techniques tailored to match the site conditions and scope of work. The interaction of drainage, structural loading, maintenance operations and backfill soils contributed to the distress observed.		
b. (1) TITLE AND LOCATION (City and State) High Service Pump Station - Moorhead, Minnesota	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2014-2015	CONSTRUCTION (IF APPLICABLE) 2015-2016
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm The project manager and geotechnical engineer for the new pump station and chemical storage building. The project involved a pump station base 25 feet below grade and chemical warehouse storage about 5 feet above grade. Managing settlement and downdrag were key during design. Ezra oversaw the CMT for construction.		
c. (1) TITLE AND LOCATION (City and State) Membrane Water Treatment Plant - Fargo, North Dakota	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2015	CONSTRUCTION (IF APPLICABLE) 2016-2018
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project engineer for addition to the existing plant. Addition supported 25' below grade next to current structure supported at grade. Challenges included open excavations for ~ 2 years, mat foundation design, deep foundation evaluation and testing, including recommendations for Osterberg load cell testing.		
d. (1) TITLE AND LOCATION (City and State) Williston School Renovation - Williston, North Dakota	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2011 - 2012	CONSTRUCTION (IF APPLICABLE) 2013
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Geotechnical Engineer for the project, which involved reviewing the 1930 construction documents, analyzing bearing capacity and settlement with new loads on existing footings, working with lightweight fills to limit lateral earth pressures when a portion of the basement was filled in, and providing solutions to mitigate overall distress.		
e. (1) TITLE AND LOCATION (City and State) Interstate 94 and 25 <sup>th</sup> Street Interchange, Fargo, North Dakota	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2013	CONSTRUCTION (IF APPLICABLE) 2014
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project manager and engineer for the geotechnical design of new entrance ramp from 25th Street to eastbound I-94 in Fargo. The project involved new fills of up to 20 feet over relatively poor native soils. Ezra performed stability and settlement analyses for a retaining wall on a shallow foundation as well as on a deep foundation.		

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## F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified.  
Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY  
NUMBER

1

21. TITLE AND LOCATION (City and State)

**MATBUS Transit Facility Analysis Study – Fargo, ND**

22. YEARS COMPLETED

PROFESSIONAL SERVICES

CONSTRUCTION (if applicable)

2018

N/A

### 23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

FM Metro COG

b. POINT OF CONTACT NAME

Michael Maddox

c. POINT OF CONTACT TELEPHONE NUMBER

701-232-3242

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Over the past 10 years, MATBUS has quickly outgrown facility investments. The project developed a range of operational growth scenarios to make sure long-range facility planning considers projected growth trends.

**Metro Transit Garage** – Based on projected overcrowding at the MTG, a 20-year investment plan was developed to provide expansion options to meet existing storage and maintenance needs for the MATBUS fleet. Changes at the MTG were coordinated closely with administrative changes at the GTC to maximize existing space and potentially forestall costly expansion or renovations to administrative offices at the MTG. A final strategy for the MTG includes both a short-to-medium term implementation strategy to address immediate storage and maintenance needs, and a longer-range program to meet needs beyond the next 10 to 15 years.

### RELEVANCE TO CONTRACT

- Study included Planning for MTG Facility
- KLJ and Foss Collaboration
- Demonstrates Knowledge of MTG Operations

**West Acres Transit Hub** – Based in close consultation with the West Acres management and in review of existing and projected conditions, a series of options were evaluated to accommodate an expanded facility for the West Acres Transit hub. Three primary options were refined and finalized for a future West Acres Transit hub. All options remain on West Acres property; however, they are dislocated from direct attachment to the mall itself.

**Ground Transportation Center** – As a nearly 40-year facility, an evaluation of both short and long-term needs and options at the GTC were developed to meet a series of needs identified by the MATBUS to improve operations of the GTC. In coordination with analysis developed at the MTG, a renovation strategy was employed at the GTC to accommodate various transit functions currently housed at the MTG. This coordination provides for better utilization of the GTC, improved operations, and maximizes existing spaces and facilities at the MTG.

The project developed a range of operational growth scenarios to make sure long-range facility planning considers projected growth trends.

Study Cost: \$250,000



MTG existing aerial looking southwest



MTG proposed aerial looking southwest

### 25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a. KLJ	West Fargo, ND	Project Mangement, Structural Engineering/Planning, Civil Engineering
b. Foss Architecture + Interiors	Fargo, ND	Architectural Design

## F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

*(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY NUMBER

2

21. TITLE AND LOCATION *(City and State)*

**GTC Remodel – Fargo, ND**

22. YEARS COMPLETED

PROFESSIONAL SERVICES

CONSTRUCTION *(if applicable)*

2019-ongoing

2020-ongoing

### 23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

City of Fargo

b. POINT OF CONTACT NAME

Julie Bommelman

c. POINT OF CONTACT TELEPHONE NUMBER

701-476-6737

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

#### RELEVANCE TO CONTRACT

- Project Completed for MATBUS
- KLJ/Foss/Braun Collaboration
- Evaluation of Existing Conditions and Construction Repairs
- Funded with NDDOT/FTA Grant
- Demonstrates Design, Bidding, and Construction Experience

In a facility study completed for MATBUS in 2018, KLJ outlined an operational program anticipating the growth of the MATBUS operations over the next 20 years. This included the need to renovate the GTC to accommodate relocation of key administrative staff to free up administrative space at the MTG to accommodate the 20-year growth projections. Staff being relocated to the GTC include assistant transit director, paratransit, and mobility managers. The renovations also include improved sight lines for dispatchers for a nearly 360-degree view of the interior public spaces and exterior passenger loading and unloading area. Areas to be renovated include office space, breakroom, restrooms, dispatch, waiting room, and well as installation of energy efficient electrical and mechanical systems.

Exterior renovations of the facility include a new roof, new exterior façade, new exterior canopy system, deck overlay, and new bus parking layout. The exterior improvements are designed to align with the MATBUS brand, create a safer passenger boarding process

and a more efficient operation for the buses. With the new bus parking layout, buses are no longer required to back-up to leave the site as all parking stalls are designed with the ability to pull through.

Due to funding availability the project was broken out into two phases. The first phase of the project was completed in December 2020 and included the interior renovations, half of the deck overlay, and new bus parking layout. It was completed concurrently with two other projects at the GTC – Jefferson Ticketing/Storage Counter and GTC Underground Parking Facility Repairs – and required a significant level of coordination amongst various stakeholders, funding agencies (local, state and federal), and multiple construction contractors. The project was partially funded with FTA grants with local match from the City of Fargo with a total cost of \$2.97 million. The second phase of the project is scheduled to be completed in 2021 with an estimated cost of \$2.19 million. Having a relationship with the stakeholders, in-depth understanding of the individual project goals, familiarity with the funding agencies, and a single project manager for all of the projects allowed KLJ to efficiently and effectively manage the challenges associated with projects of this complexity.



*Waiting area before*



*Waiting area after*

### 25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME KLJ	(2) FIRM LOCATION <i>(City and State)</i> West Fargo, ND	(3) ROLE Project Management, Structural/Civil Engineering, Planning
b.	(1) FIRM NAME Foss Architecture + Interiors	(2) FIRM LOCATION <i>(City and State)</i> Fargo, ND	(3) ROLE Architectural Design
c.	(1) FIRM NAME Braun Intertec	(2) FIRM LOCATION <i>(City and State)</i> West Fargo, ND	(3) ROLE Geotechnical Engineer/Materials Testing



## F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

*(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY NUMBER

3

21. TITLE AND LOCATION *(City and State)*

**GTC Structural/Mechanical Condition Assessment and Deck Repairs – Fargo, ND**

22. YEARS COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i>
2016-2017	2017

### 23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER  
City of Fargo

b. POINT OF CONTACT NAME  
Julie Bommelman

c. POINT OF CONTACT TELEPHONE NUMBER  
701-476-6737

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

#### RELEVANCE TO CONTRACT

- Project Completed for MATBUS
- Evaluation of Existing Conditions and Construction Repairs
- Funded with NDDOT/FTA Grant
- Demonstrates Design, Bidding, and Construction Experience

KLJ was selected by the City of Fargo to perform an assessment of the below grade parking garage and structural services for repairs to the concrete deck at the GTC in downtown Fargo, ND. The project was broken down into two phases: Assessment and Construction Repairs. The assessment services included a visual inspection of the GTC concrete deck, parking garage, and mechanical systems. A traffic signal analysis, geotechnical investigation and security/safety study were added to our scope of services to develop a comprehensive study for the City to reference in their capital improvement plan. The results of our assessment were presented to the City and GTC staff at various phases throughout the project to keep the City informed



on progress and allow the City to provide valuable feedback to be included in the final report. The final report included an executive summary, distress evaluation, analysis, repair recommendations and preliminary opinions of cost. The repairs were categorized by priority and cost centers (i.e. Transit Department or Parking Department). Priorities were classified as either high, medium or low. High priority items required immediate attention (1-2 years) and directly impact the life safety of the facility. Medium priority items included maintenance repairs necessary to extend the life expectancy of the facility. And low priority items were elements that improved the overall functionality of the facility. The report was finalized in August 2016.

The second phase of the project included preparation of construction documents for repairs to the concrete deck. The repairs were being performed in conjunction with an FTA grant secured by the City. The scope of repairs included concrete patching, concrete grinding, expansion joint cleaning, striping, and relocation of an existing exhaust duct off of the deck and out of the way of bus traffic. Phasing and staging for construction was closely coordinated with the City to minimize disruptions to the daily operations of the facility. The construction documents were completed in February 2017 and construction was completed in August 2017.



Construction Cost: \$233,000

### 25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	KLJ	West Fargo, ND	Project Mangement, Civil Engineering, Structural Engineering, Survey
b.	Braun Intertec	West Fargo, ND	Geotechnical Engineering, Materials Testing

## F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified.  
Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY  
NUMBER

4

21. TITLE AND LOCATION (City and State)

### Public Works Campus Master Plan – Fargo, ND

22. YEARS COMPLETED

PROFESSIONAL SERVICES

CONSTRUCTION (if applicable)

Ongoing

N/A

### 23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

City of Fargo Public Works

b. POINT OF CONTACT NAME

Ben Dow

c. POINT OF CONTACT TELEPHONE NUMBER

701-241-1463

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

KLJ has been working with the Public Works Department to develop their first-ever campus-wide master plan for the area surrounding the Public Works Central Garage, which includes 170 acres and eight facilities owned or operated by the City. Departments included in the study are Public Works, Water, Wastewater, Solid Waste, Engineering, Police, and Transit. The Master Plan is premised on an evaluation and summary of existing and projected conditions of the ongoing operations within facilities owned and operated by the City of Fargo. The purpose of this study was to define existing and projected functional requirements and space needs to guide future facility development and design for the City of Fargo Public Works functions for the next 10 to 20 years. The Master Plan was developed with the intention to be a tool for future infrastructure planning and programming efforts for the City of Fargo. The Master Plan is broken out into two phases to assist the City in identifying immediate needs and developing a long-range plan for the future. The first phase was completed in June 2020 and the second is scheduled to be completed in late 2021.



#### RELEVANCE TO CONTRACT

- Project Completed for City of Fargo
- KLJ/Foss/MBN Collaboration
- Includes Planning Efforts for Maintenance Facility

Phase I of the Public Works Campus Master Plan was developed with the objectives to establish growth rates, determine short and long-term needs for the departments included, and identify potential usages for the BSE IT and PWE buildings. A set of guiding principles were identified at the onset of the study to set the direction for development of the plan. These principles include the consideration of useful life, safety and adaptability, connectivity and flow, parking management, stormwater management, and southside facility/system expansion. Forecasting completed in Phase I suggested several participating departments are forecast to experience a deficiency in space for core operations over the next 20 years.

Phase II of the Fargo Public Works Campus Master Plan is intended to define, evaluate and prioritize a series of site and facility related Operational Concepts related to the Public Works Campus. Included in Phase II is high-level building assessments of existing infrastructure to identify a more detailed set of system needs which will be integrated into a deferred maintenance list to assist in evaluating the Operational Concepts. Seven Operational Concepts were pulled forward from Phase I and have been further refined to four concepts which will be evaluated in more detail as the study moves forward. All Operational Concepts center around the current and future needs of the Central Garage Maintenance facility and identifying improvements for operations. KLJ is coordinating this effort with the Administrative, Public Works, Solid Waste, and Facilities departments.

### 25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a. KLJ	West Fargo, ND	Project Management, Structural/Civil Engineering, Planning
b. Foss Architecture + Interiors	Fargo, ND	Architectural Design
c. MBN Engineering	Fargo, ND	Electrical and Mechanical Engineering



## F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

*(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY NUMBER

5

21. TITLE AND LOCATION *(City and State)*

**Public Works General Engineering and Consulting Services – Fargo, ND**

22. YEARS COMPLETED

PROFESSIONAL SERVICES      CONSTRUCTION *(if applicable)*

Ongoing

N/A

### 23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

City of Fargo

b. POINT OF CONTACT NAME

Ben Dow

c. POINT OF CONTACT TELEPHONE NUMBER

701-241-1463

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

KLJ has been providing engineering and consulting services to the City of Fargo's Public Works Department since 2016. During this time, KLJ and our team have completed services for 18 task orders. Some of the projects completed under the master service agreement are identified below.

**Central Garage and MTG Garage Fall Protection** – KLJ provided design, bidding, and construction administration for the installation of fall protection systems to be located in the MTG and Central Garage buildings. The MTG fall protection system was funded with an FTA grant. The work was completed in 2017 and the total construction costs were \$70,000.

**Central Garage Renovation and Addition** – Upon completion of a feasibility study in 2017 for Central Garage, KLJ concluded additional space was needed to not only meet demand in a growing city, but to allow for collaboration among the various departments. Our team developed options to renovate and right size the administrative area of the existing Central Garage and designed an addition that provides additional office space, meeting rooms, locker rooms, ADA accessibility, and equipment storage. The City is awaiting funding for the estimated \$2.5 million project to move forward with bidding and construction services. Design was completed in 2018.

**PWE Renovations** – To alleviate space constraints at the Central Garage, KLJ renovated the Public Works East building to operate as a secondary fleet storage facility in 2018. The renovations opened up the existing space to accommodate more vehicles and better flow of traffic through the building. The renovations repurposed an existing loading dock, cooler and cold storage area into a much larger and usable vehicle storage area. The project also included upgrades to the overhead doors, lighting, and HVAC systems. Design and construction were completed in 2019 at a total cost of \$540,000.

**City Hall EV Charging Station** – KLJ is currently providing design, bidding and construction services for a new electric vehicle charging station to be located on the west side of City Hall. The project is partially funded with a North Dakota Department of Environmental Quality Volkswagen Emission Mitigation Program grant. Design and construction are to be completed in 2021 with a total construction cost of \$98,548.

### RELEVANCE TO CONTRACT

- Project Completed for City of Fargo
- KLJ/Foss/MBN/Braun Collaboration
- Includes Planning Efforts for Maintenance Facility
- Task Orders include work at the MTG Completed with NDDOT/FTA Grant
- Demonstrates Design, Bidding, and Construction Experience

### 25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	KLJ	West Fargo, ND	Project Management, Structural/Civil Engineering, Planning, Survey
b.	Foss Architecture + Interiors	Fargo, ND	Architectural Design
c.	MBN Engineering	Fargo, ND	Electrical and Mechanical Engineering
d.	Braun Intertec	West Fargo, ND	Geotechnical Engineering

## F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified.  
Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY  
NUMBER

6

21. TITLE AND LOCATION (City and State)

**Valley City Parks and Recreation Park Maintenance Building –  
Valley City, ND**

22. YEARS COMPLETED

PROFESSIONAL SERVICES

CONSTRUCTION (if applicable)

2017

2018

### 23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Valley City Parks and Recreations

b. POINT OF CONTACT NAME

Tyler Jacobson, Director

c. POINT OF CONTACT TELEPHONE NUMBER

701-845-3294

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Valley City Parks and Recreation replaced its existing maintenance and storage facility with a new building that offered more space and amenities to accommodate their growing needs. The existing facility restricted operations due to its size and amenities it offered. In addition, the existing facility was located within the flood plain adjacent to the Sheyenne River which had a history of flooding. The new facility was built on higher ground and offered an open site around the building for additional storage if needed.

The new 9,000-square-foot facility was built using wood post-frame construction. This allowed for clear spans within the facility that offered 18-foot high ceilings at economical prices. A mezzanine was also situated within the facility to provide an additional 1,400-square feet of storage capacity. The facility provided the Park District with 20-foot-wide overhead doors to allow maintenance vehicles to enter one side of the facility and exit the other end. The building provides much needed additional space for storage of maintenance vehicles as well as space for shop maintenance and storage for all their lawn mowing equipment. Additional amenities include a larger area for general shop maintenance, a new hoist area, wash bay, toilet rooms that serve the adjacent ball fields, modern lighting and mechanical systems, and a future area for potential shop offices.

Size: 9,000 square feet

Cost: \$679,091



#### RELEVANCE TO CONTRACT

- Foss/KLJ Collaboration
- Design, Bidding, and Construction for a Maintenance Facility

### 25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Foss Architecture + Interiors	(2) FIRM LOCATION (City and State) Fargo, ND	(3) ROLE Architectural Design, Cost Estimating, Specifications, Construction Administration
b.	(1) FIRM NAME KLJ	(2) FIRM LOCATION (City and State) Valley City, ND	(3) ROLE Civil Engineering, Survey
c.	(1) FIRM NAME KLJ	(2) FIRM LOCATION (City and State) West Fargo, ND	(3) ROLE Structural Engineering



## G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

[illegible]

## 29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (From Section F)	NO.	TITLE OF EXAMPLE PROJECT (From Section F)
1	MATBUS Transit Facility Analysis Study – Fargo, ND	6	Valley City Parks and Recreation Parks Maintenance Building – Valley City, ND
2	GTC Remodel – Fargo, ND	7	
3	GTC Structural/Mechanical Condition Assessment and Deck Repairs – Fargo, ND	8	
4	Public Works Campus Master Plan – Fargo, ND	9	
5	Public Works General Engineering and Consulting Services – Fargo, ND	10	

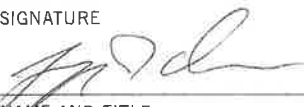
H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE



32. DATE

April 19, 2020

33. NAME AND TITLE

Greg Clum, CCO

# ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (if any)

00000000

## PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (or Branch Office) NAME KLJ Engineering LLC			3. YEAR ESTABLISHED 1938	4. UNIQUE ENTITY IDENTIFIER 18-090-5309
2b. STREET 4585 Coleman Street			5. OWNERSHIP	
2c. CITY Bismarck	2d. STATE ND	2e. ZIP CODE 58503-0431	a. TYPE Limited Liability Company	
6a. POINT OF CONTACT NAME AND TITLE Greg Clum, CCO			b. SMALL BUSINESS STATUS	
6b. TELEPHONE NUMBER 701-355-8400	6c. E-MAIL ADDRESS greg.clum@kljeng.com		7. NAME OF FIRM (if block 2a is a branch office)	

8a. FORMER FIRM NAME(S) (if any) Kadmas, Lee & Jackson, Inc.	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER
---	----------------------	------------------------------

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR THE LAST 5 YEARS		
a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	91		A05	Airports; Nav aids; Airport Lighting; Airport Fueling	8
05	Archaeologist	9		B02	Bridges	5
08	CADD Technician	38		C15	Construction Management	7
12	Civil Engineer	82		C16	Construction Surveying	5
15	Construction Inspector	20		D04	Design-Build – Preparation of Requests for Proposals	4
16	Construction Manager	12		E11	Environmental Planning	6
21	Electrical Engineer	10		G03	Geodetic Surveying; Ground and Air	3
24	Environmental Scientist	16		H07	Highway; Streets; Airfield Paving; Parking Lots	8
29	GIS Specialist	17		L02	Land Surveying	4
32	Hydraulic Engineer	5		P04	Pipelines (Cross-Country – Liquid & Gas)	6
38	Land Surveyor	47		P05	Planning (Community, Regional; etc.)	6
47	Planner: Urban/Regional	13		P06	Planning (Site, Installation, & Project)	6
48	Project Manager	29		P12	Power Generation, Transmission, Distribution	4
57	Structural Engineer	10		S04	Sewage Collection, Treatment, etc.	3
58	Technician/Analyst	18		S09	Structural Design; Special Structures	4
60	Transportation Engineer	42		S10	Surveying; Platting; Mapping; etc.	7
62	Water Resources Engineer	8		S13	Storm Water Handling and Facilities	3
				T01	Telephone Systems; (Rural; Mobile; Intercom, Etc.)	7
				T03	Traffic and Transportation Engineering	8
				W02	Water Resources; Hydrology, Ground Water	5
				W03	Water Supply; Treatment and Distribution	5
Total		467				

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUE OF FIRM FOR THE LAST 3 YEARS (insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work	2	1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	10	2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	10	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

### I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE February 15, 2021
c. NAME AND TITLE Greg Clum, CCO	

# ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

00000000

## PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (or Branch Office) NAME KLJ Engineering LLC			3. YEAR ESTABLISHED 2013	4. UNIQUE ENTITY IDENTIFIER 07-920-0202
2b. STREET 300 23rd Avenue E, Suite 100			5. OWNERSHIP	
2c. CITY West Fargo	2d. STATE ND	2e. ZIP CODE 58078-7820	a. TYPE Limited Liability Company	
6a. POINT OF CONTACT NAME AND TITLE Greg Clum, CCO			b. SMALL BUSINESS STATUS	
6b. TELEPHONE NUMBER 701-355-8400	6c. E-MAIL ADDRESS greg.clum@kljeng.com		7. NAME OF FIRM (If block 2a is a branch office) KLJ Engineering LLC	

8a. FORMER FIRM NAME(S) (if any) Kadmas, Lee & Jackson, Inc.	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER
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9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR THE LAST 5 YEARS		
a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	91	12	A05	Airports; Nav aids; Airport Lighting; Airport Fueling	5
05	Archaeologist	9	0	B02	Bridges	4
08	CADD Technician	38	5	C15	Construction Management	3
12	Civil Engineer	82	12	C16	Construction Surveying	2
15	Construction Inspector	20	3	D04	Design-Build – Preparation of Requests for Proposals	1
16	Construction Manager	12	1	E11	Environmental Planning	4
21	Electrical Engineer	10	3	G03	Geodetic Surveying; Ground and Air	1
24	Environmental Scientist	16	3	H07	Highway; Streets; Airfield Paving; Parking Lots	7
29	GIS Specialist	17	4	L02	Land Surveying	2
32	Hydraulic Engineer	5	1	P04	Pipelines (Cross-Country – Liquid & Gas)	2
38	Land Surveyor	47	5	P05	Planning (Community, Regional; etc.)	5
47	Planner: Urban/Regional	13	4	P06	Planning (Site, Installation, & Project)	4
48	Project Manager	29	0	P12	Power Generation, Transmission, Distribution	1
57	Structural Engineer	10	5	S04	Sewage Collection, Treatment, etc.	1
58	Technician/Analyst	18	5	S09	Structural Design; Special Structures	2
60	Transportation Engineer	42	7	S10	Surveying; Platting; Mapping; etc.	4
62	Water Resources Engineer	8	1	S13	Storm Water Handling and Facilities	1
				T01	Telephone Systems; (Rural; Mobile; Intercom, Etc.)	4
				T03	Traffic and Transportation Engineering	6
				W02	Water Resources; Hydrology, Ground Water	3
				W03	Water Supply; Treatment and Distribution	1
Total		467	71			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUE OF FIRM FOR THE LAST 3 YEARS (insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work	1	1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	8	2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	8	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

### I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE February 15, 2021
c. NAME AND TITLE Greg Clum, CCO	



# ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

00000000

## PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (or Branch Office) NAME KLJ Engineering LLC			3. YEAR ESTABLISHED 2014	4. UNIQUE ENTITY IDENTIFIER 07-955-8278
2b. STREET 370 Wabasha Street North, Suite 300			5. OWNERSHIP	
2c. CITY Saint Paul	2d. STATE MN	2e. ZIP CODE 55102-1329	a. TYPE Limited Liability Company	
6a. POINT OF CONTACT NAME AND TITLE Greg Clum, CCO			b. SMALL BUSINESS STATUS	
6b. TELEPHONE NUMBER 701-355-8400		6c. E-MAIL ADDRESS greg.clum@kljeng.com		7. NAME OF FIRM (If block 2a is a branch office) KLJ Engineering LLC

8a. FORMER FIRM NAME(S) (if any) Kadmas, Lee & Jackson, Inc.	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER
---	----------------------	------------------------------

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR THE LAST 5 YEARS		
a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	91	3	A05	Airports; Nav aids; Airport Lighting; Airport Fueling	5
05	Archaeologist	9	0	B02	Bridges	1
08	CADD Technician	38	1	C15	Construction Management	3
12	Civil Engineer	82	8	C16	Construction Surveying	1
15	Construction Inspector	20	0	D04	Design-Build – Preparation of Requests for Proposals	1
16	Construction Manager	12	0	E11	Environmental Planning	1
21	Electrical Engineer	10	0	G03	Geodetic Surveying; Ground and Air	1
24	Environmental Scientist	16	1	H07	Highway; Streets; Airfield Paving; Parking Lots	3
29	GIS Specialist	17	0	L02	Land Surveying	1
32	Hydraulic Engineer	5	0	P04	Pipelines (Cross-Country – Liquid & Gas)	1
38	Land Surveyor	47	0	P05	Planning (Community, Regional; etc.)	1
47	Planner: Urban/Regional	13	4	P06	Planning (Site, Installation, & Project)	2
48	Project Manager	29	5	P12	Power Generation, Transmission, Distribution	1
57	Structural Engineer	10	0	S04	Sewage Collection, Treatment, etc.	1
58	Technician/Analyst	18	1	S09	Structural Design; Special Structures	1
60	Transportation Engineer	42	10	S10	Surveying; Platting; Mapping; etc.	1
62	Water Resources Engineer	8	1	S13	Storm Water Handling and Facilities	1
				T01	Telephone Systems; (Rural; Mobile; Intercom, Etc.)	1
				T03	Traffic and Transportation Engineering	3
				W02	Water Resources; Hydrology, Ground Water	1
				W03	Water Supply; Treatment and Distribution	1
Total		467	34			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUE OF FIRM FOR THE LAST 3 YEARS (insert revenue index number shown at right)	PROFESSIONAL SERVICES REVENUE INDEX NUMBER
a. Federal Work	1
b. Non-Federal Work	7
c. Total Work	7
	1. Less than \$100,000 2. \$100,000 to less than \$250,000 3. \$250,000 to less than \$500,000 4. \$500,000 to less than \$1 million 5. \$1 million to less than \$2 million 6. \$2 million to less than \$5 million 7. \$5 million to less than \$10 million 8. \$10 million to less than \$25 million 9. \$25 million to less than \$50 million 10. \$50 million or greater

### I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE February 15, 2021
c. NAME AND TITLE Greg Clum, CCO	

[illegible]

**ARCHITECT ENGINEER QUALIFICATIONS**

1. SOLICITATION NUMBER (If any)

AE21-01

**PART II - GENERAL QUALIFICATIONS**

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME <b>MBN Engineering, Inc.</b>			3. YEAR ESTABLISHED <b>2007</b>	4. DUNS NUMBER <b>942547295</b>
2b. STREET <b>503 7<sup>th</sup> Street North, Suite 200</b>			5. OWNERSHIP	
2c. CITY <b>Fargo</b>	2d. STATE <b>ND</b>	2e. ZIP CODE <b>58102</b>	a. TYPE <b>Incorporated</b>	
6a. POINT OF CONTACT NAME AND TITLE <b>Michael A. Berger, PE, President</b>			b. SMALL BUSINESS STATUS <b>Active</b>	
6b. TELEPHONE NUMBER <b>701-478-6336</b>	6c. E-MAIL ADDRESS <b>mike.berger@mbnengr.com</b>		7. NAME OF FIRM (If block 2a is a branch office)	
8a. FORMER FIRM NAME(S) (If any)			8b. YR. ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
12	Civil Engineer	7		C06	Churches	2
21	Electrical Engineer	6		C10	Commercial Buildings	4
42	Mechanical Engineer	6		E02	Educational Facilities	5
08	CADD Technician	9		G01	Garages	1
01	Clerical	1		H04	Heating, Ventilation, Air Cond	3
				H09	Hospital & Medical Facilities	3
				H11	Housing	2
				I01	Industrial Buildings	2
				O61	Lighting-exterior & interior	1
				O01	Office Buildings	2
				O46	Parking Lots	3
				P12	Power Gen and Transmission	5
				R04	Recreation Facilities	2
<b>Total</b>		<b>29</b>				

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work	3	1. Less than \$100,000.	6. \$2 million to less than \$5 million
b. Non-Federal Work	7	2. \$100,00 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	7	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

**12. AUTHORIZED REPRESENTATIVE**

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE <b>3/26/2021</b>
---	-----------------------------

c. NAME AND TITLE  
Michael A. Berger, PE, President



(If a firm has branch offices, complete for each specific branch office seeking work.)

[illegible]

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
<i>(Insert revenue index number shown at right)</i>		1. Less than \$100,000	6. \$2 million to less than \$5 million
a. Federal Work	1	2. \$100,00 to less than \$250,000	7. \$ 5 million to less than \$10 million
b. Non-Federal Work	10	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
c. Total Work	10	4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$ 2 million	10. \$50 million or greater

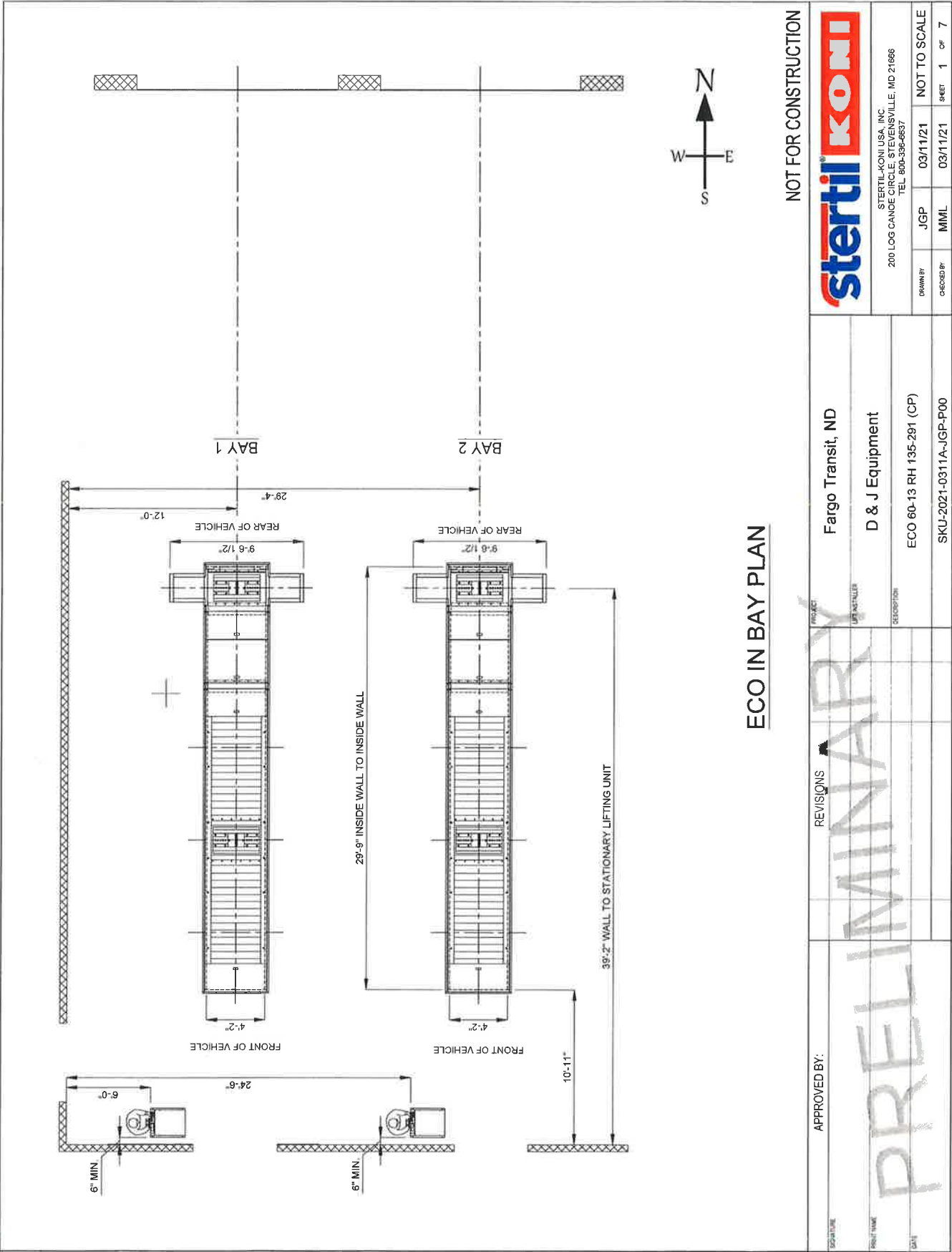
The foregoing is a statement of facts.

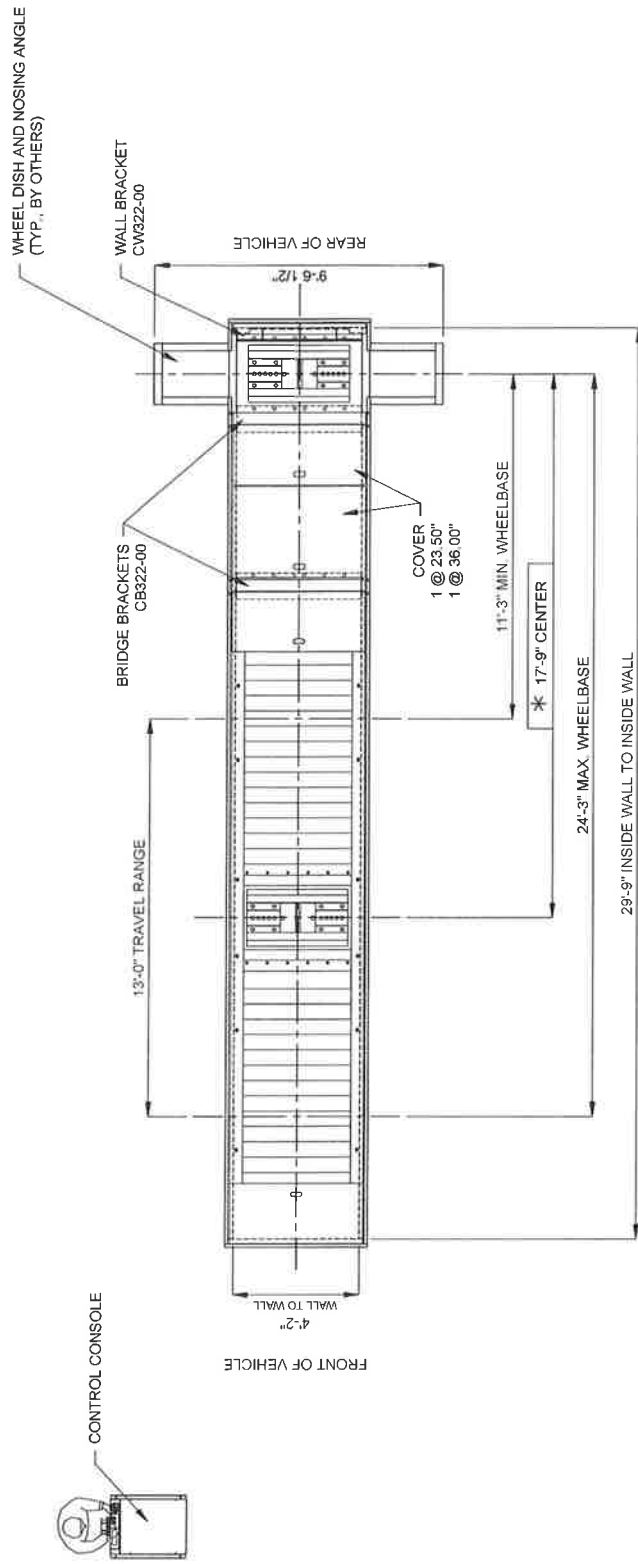
STANDARD FORM 330 (Rev. 8/2016)

[illegible]

Exhibit E – Steril-Koni Site Specific Drawings

The following drawings have been extracted from the RFQ and inserted into the proposal in their original form.





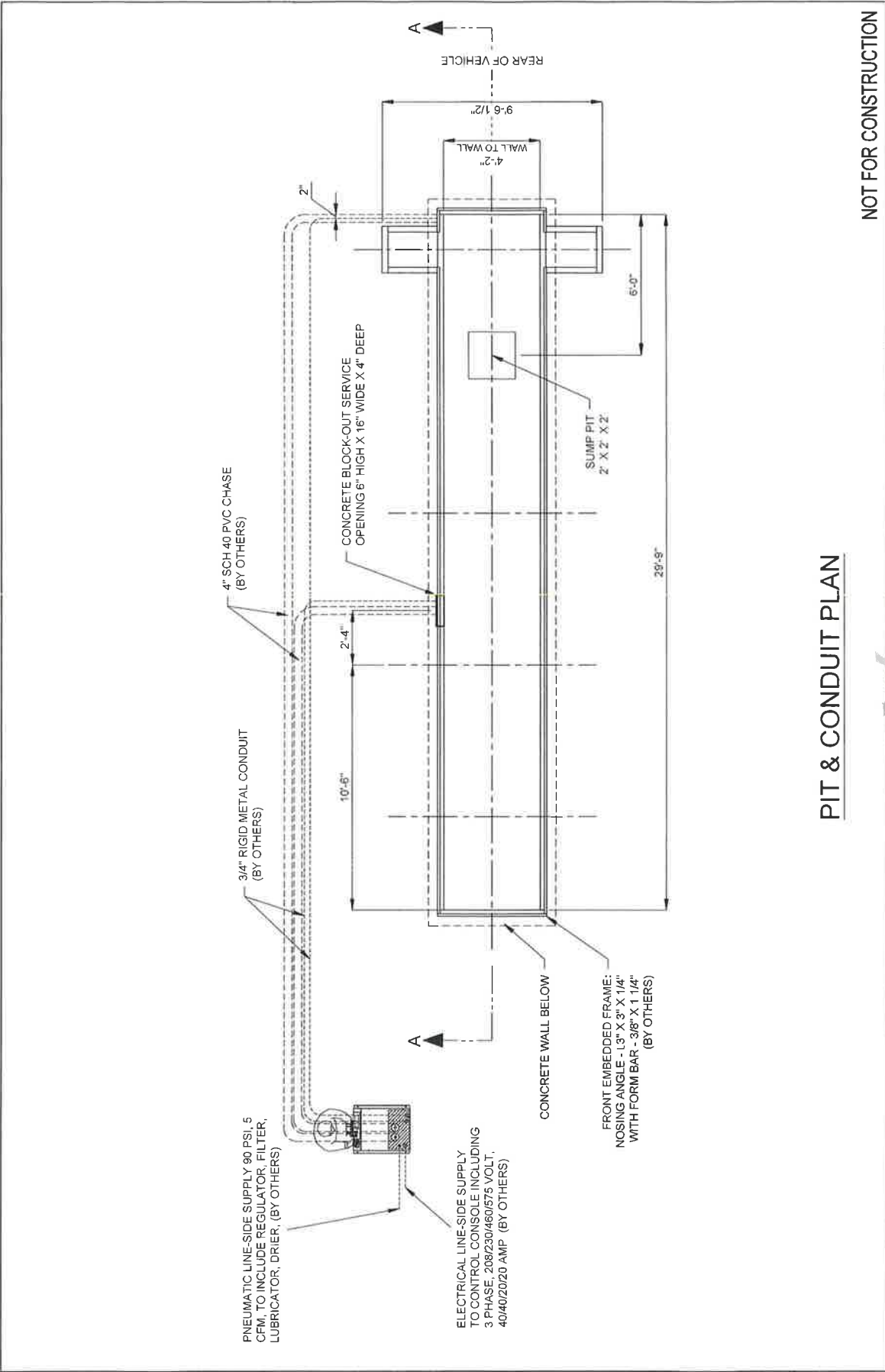
ECO PLAN

NOT FOR CONSTRUCTION

APPROVED BY:		REVISIONS		PROJECT	
SIGNATURE		DATE		FARGO TRANSIT, ND	
PRINT NAME		DATE		D & J Equipment	
DATE		DESCRIPTION		ECO 60-13 RH 135-291 (CP)	
DATE		DESCRIPTION		SKU-2021-0311A-JGP-P00	
DRAWN BY		JGP		03/11/21	
CHECKED BY		MML		03/11/21	
NOT TO SCALE		SHEET 2 OF 7			

STERIL-KONI

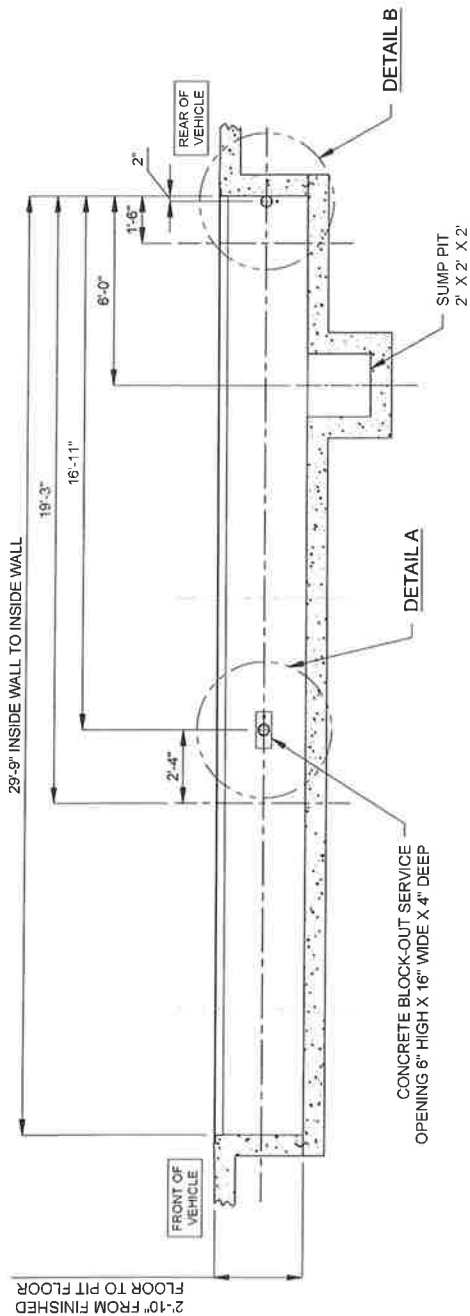
STERIL-KONI USA, INC.  
200 LOG CANOE CIRCLE, STEVENSVILLE, MD 21156  
TEL 800-336-6637



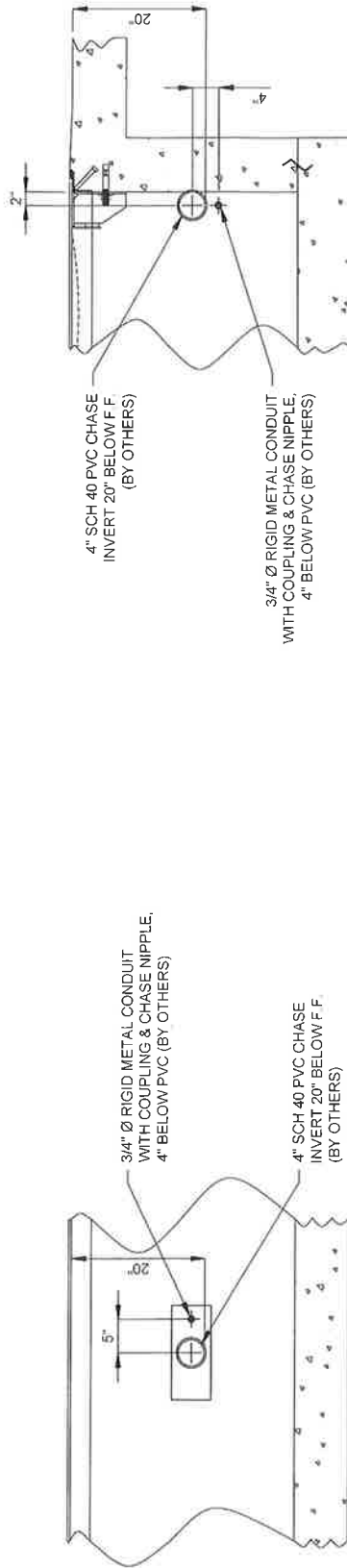
PIT & CONDUIT PLAN

NOT FOR CONSTRUCTION

APPROVED BY:		REVISIONS		PROJECT		Fargo Transit, ND		
SIGNATURE		PRELIMINARY		INSTALLER		D & J Equipment		
DATE				DESCRIPTION		ECO 60-13 RH 135-291 (CP)		
						SKU-2021-0311A-JGP-P00		
						STERIL-KONI USA, INC 200 LOG CANOE CIRCLE STEVENSVILLE, MD 21666 TEL 800-336-6637		
				DRAWN BY		JGP	03/11/21	NOT TO SCALE
				CHECKED BY		MML	03/11/21	SHEET 3 OF 7



SECTION A - A LOOKING TOWARD CONTROL CONSOLE  
(CONSOLE NOT SHOWN)

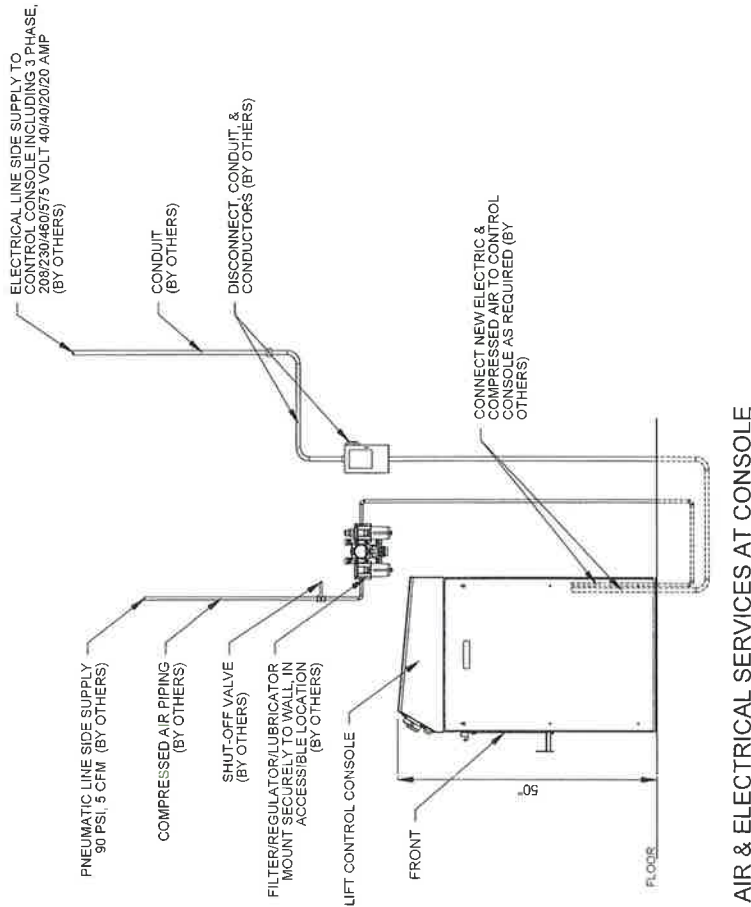
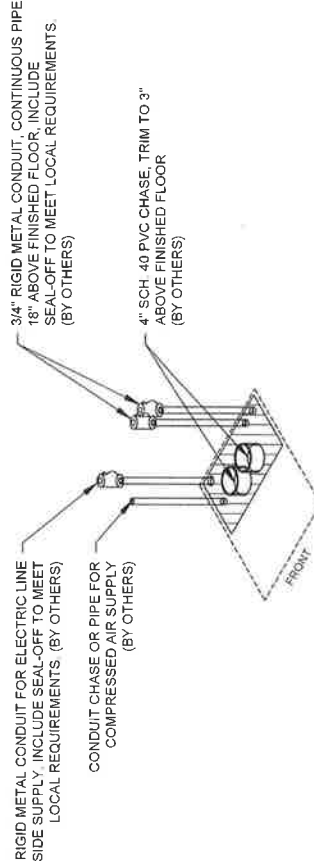
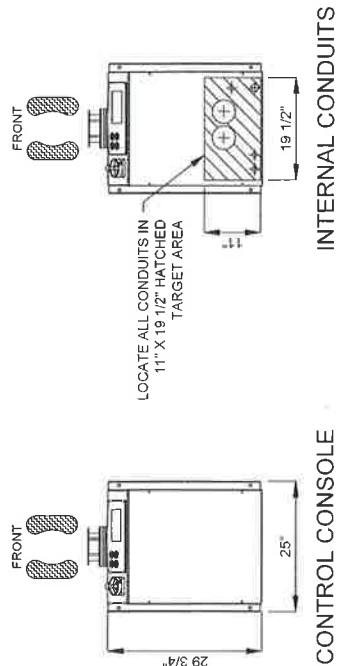


ELEVATION DETAILS

NOT FOR CONSTRUCTION

APPROVED BY:		REVISIONS		PROJECT		NOT FOR CONSTRUCTION	
SIGNATURE	DATE	SIGNATURE	DATE	NO.	DESCRIPTION	Fargo Transit, ND	stertit-koni
PRELIMINARY		D & J Equipment		ECO 60-13 RH 135-291 (CP)		STERITIL-KONI USA, INC. 200 LOG CANOE CIRCLE, STEVENSVILLE, MD 21666 TEL 800-336-6637	
						DRAWN BY JGP 03/11/21 NOT TO SCALE	

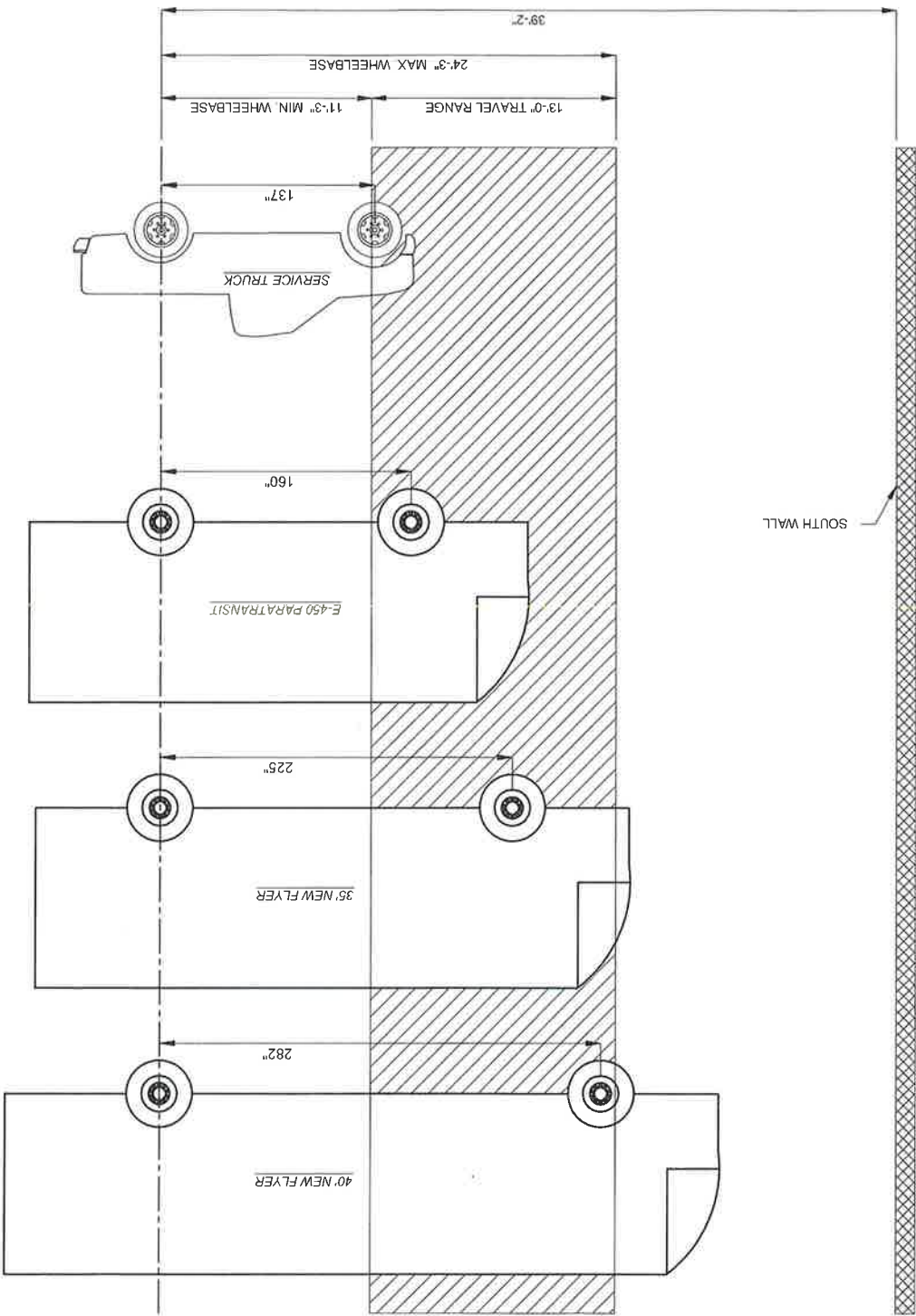




ebright CONTROL CONSOLE DETAILS

NOT FOR CONSTRUCTION	
stertil-koni	
STERTIL-KONI USA, INC. 200 LOG CANOE CIRCLE, STEVENSVILLE, MD 21666 TEL. 800-336-6637	
APPROVED BY:	REVISIONS
PROJECT	Fargo Transit, ND
DESIGNER	D & J Equipment
DESCRIPTION	ECO 60-13 RH 135-291 (CP)
DRAWN BY	JGP
DATE	03/11/21
SCALE	NOT TO SCALE

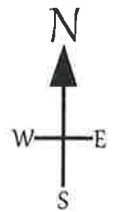
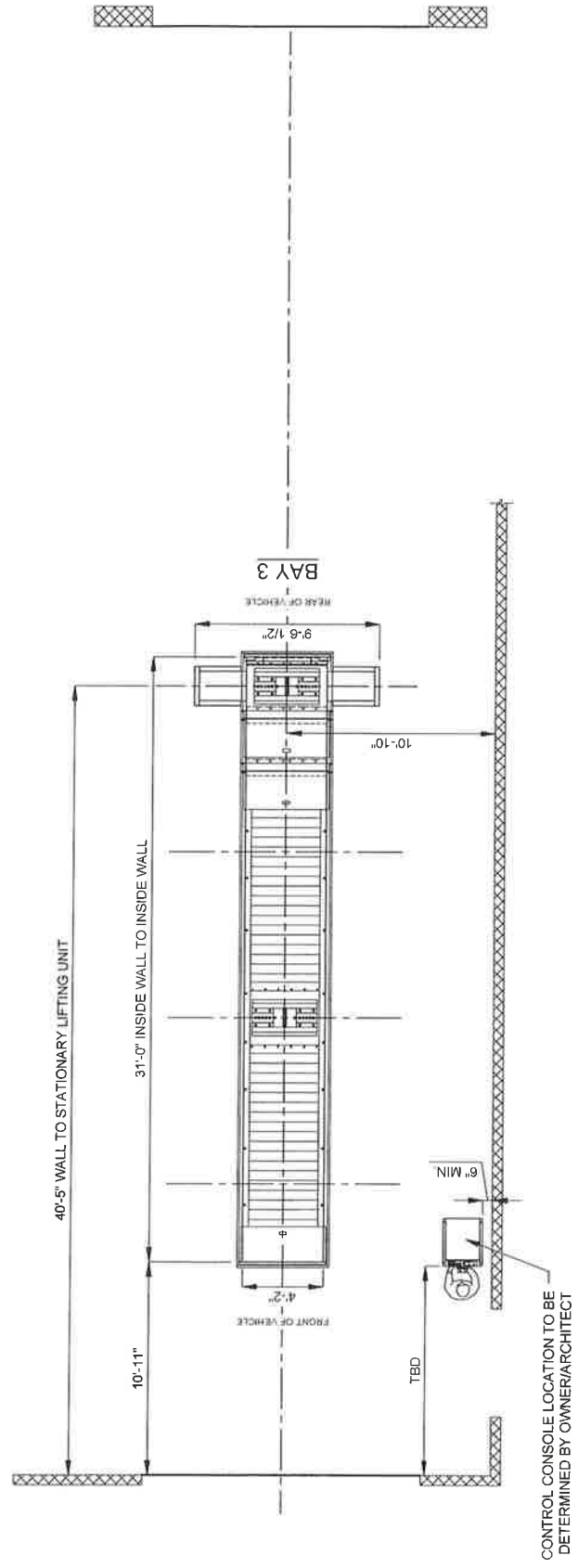




VEHICLE DIAGRAM

NOT FOR CONSTRUCTION

APPROVED BY:		REVISIONS		PROJECT	
SIGNATURE	PRINT NAME	DATE		DESCRIPTION	
PRELIMINARY		Fargo Transit, ND		stertil-koni	
		D & J Equipment		STERIL-KONI USA, INC.	
		ECO 60-13 RH 135-291 (CP)		200 LOG CANOE CIRCLE, STEVENSVILLE, MD 21666	
		DRAWN BY		TEL 800-336-6637	
		JGP		03/11/21	
				NOT TO SCALE	



ECO IN BAY PLAN

NOT FOR CONSTRUCTION

APPROVED BY:		REVISIONS		PROJECT	
SIGNATURE				FARGO TRANSIT, ND	
PRINT NAME				D & J Equipment	
DATE				ECO 60-17 LH 102-306 (CP)	
STERIL-KONI USA, INC.		DRAWN BY		JGP	
200 LOG CANOE CIRCLE, STEVENSVILLE, MD 21666		DATE		03/12/21	
TEL. 800-338-6637		NOT TO SCALE			

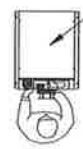
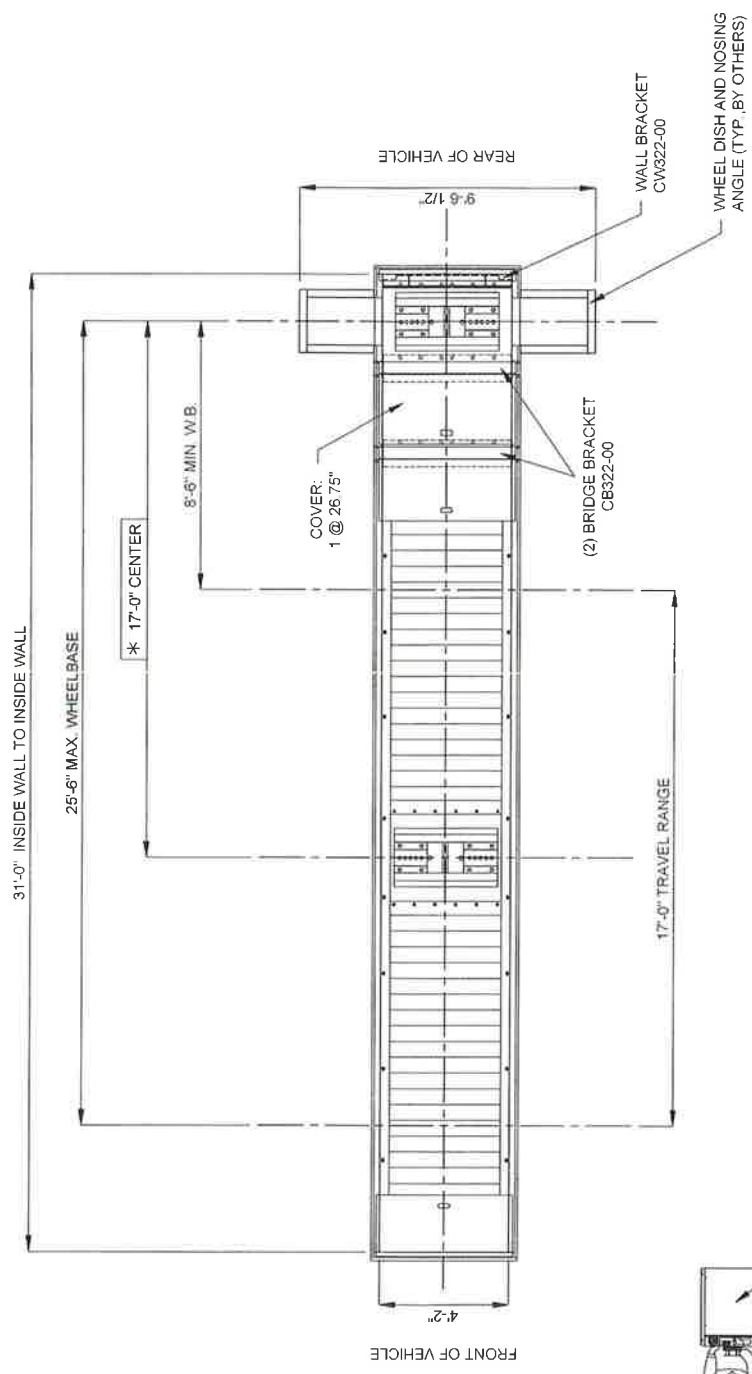


STERIL-KONI USA, INC.  
200 LOG CANOE CIRCLE, STEVENSVILLE, MD 21666  
TEL. 800-338-6637

FARGO TRANSIT, ND  
D & J Equipment  
ECO 60-17 LH 102-306 (CP)

PROJECT  
JGP  
DESCRIPTION

PRELIMINARY



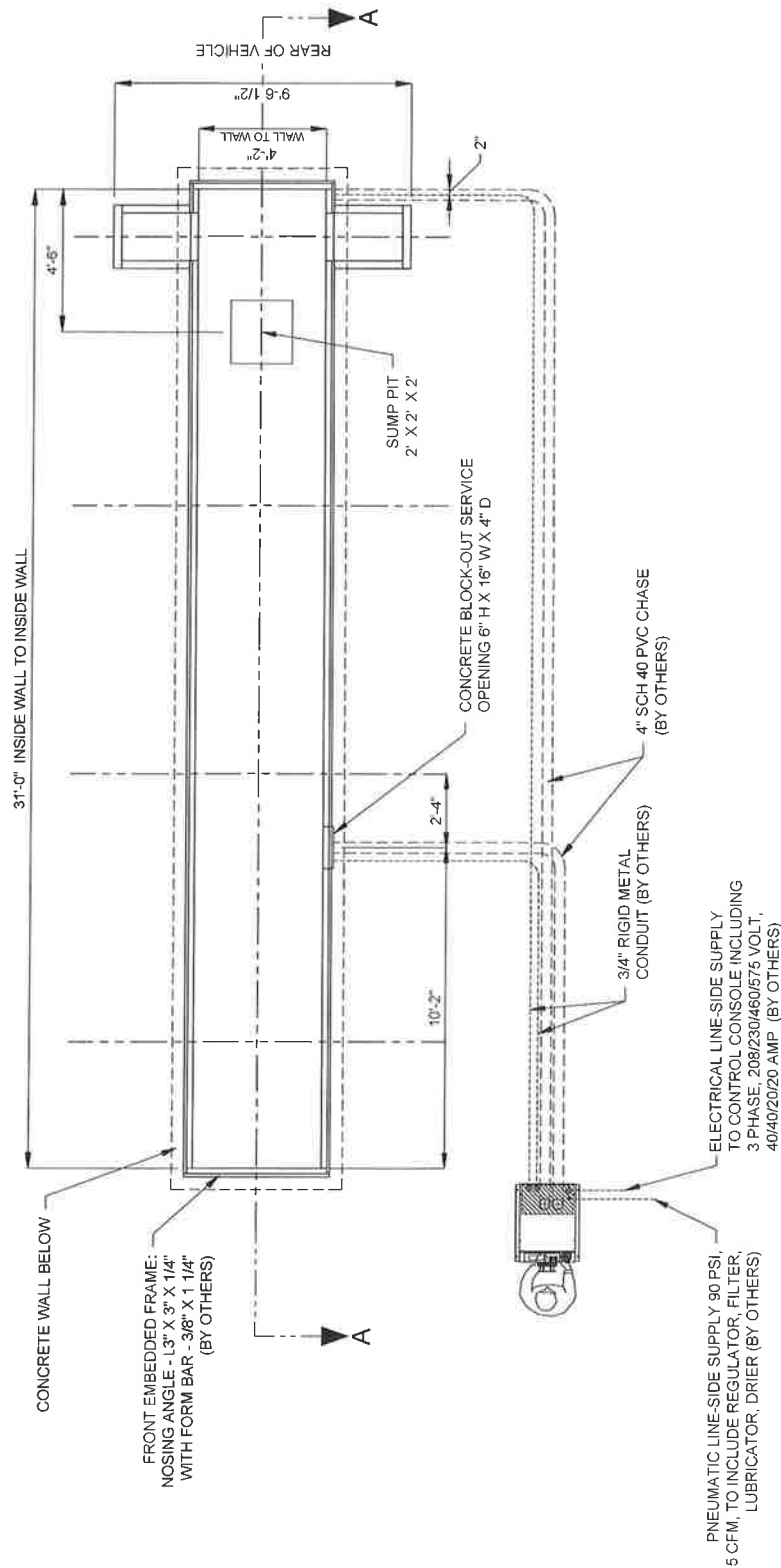
CONTROL CONSOLE LOCATION TO BE DETERMINED BY OWNER/ARCHITECT

\* CONTROL DIMENSION:  
C OF STATIONARY LIFTING UNIT TO  
C OF MOVABLE LIFTING UNIT

ECO PLAN

NOT FOR CONSTRUCTION

APPROVED BY:		REVISIONS		PROJECT	
SIGNATURE	DATE	SIGNATURE	DATE	PROJECT NAME	DESCRIPTION
<div>PRELIMINARY</div>		Fargo Transit, ND		stertil-koni	
		D & J Equipment		200 LOG CANOE CIRCLE, STEVENSVILLE, MD 21666	
		ECO 60-17 LH 102-306 (CP)		TEL. 800-336-6637	
		DRAWN BY	JGP	03/12/21	NOT TO SCALE

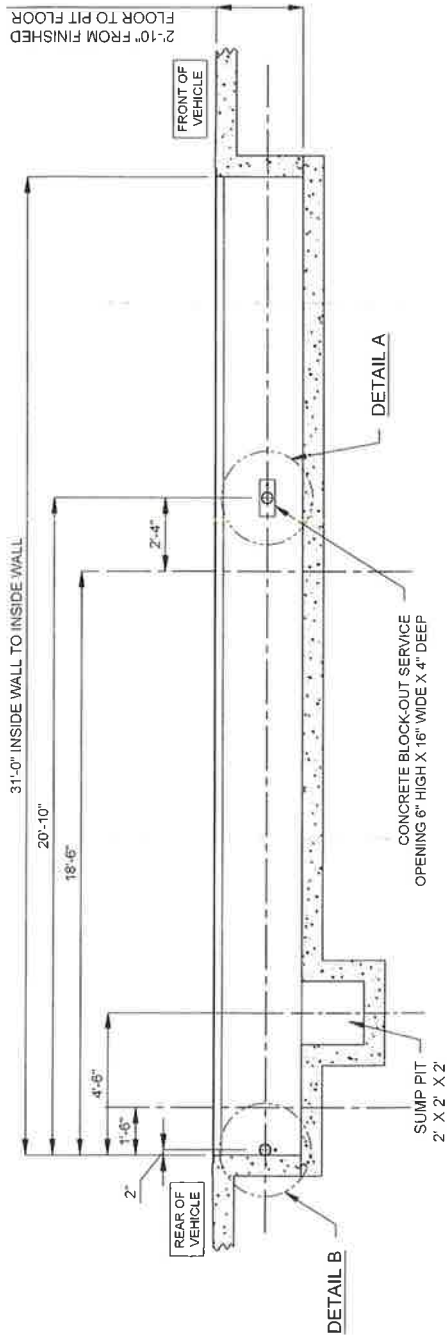


PIT & CONDUIT PLAN

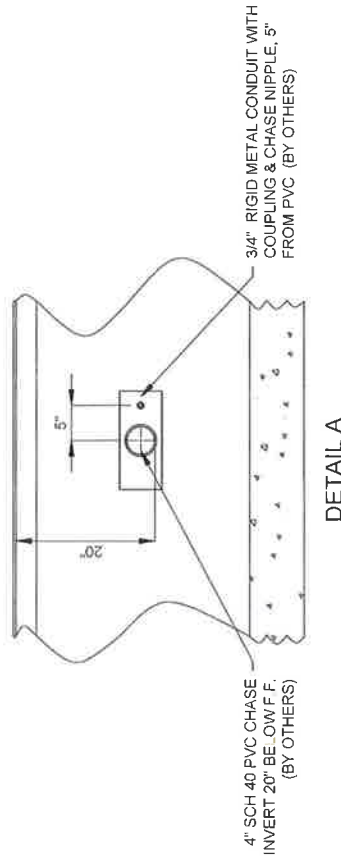
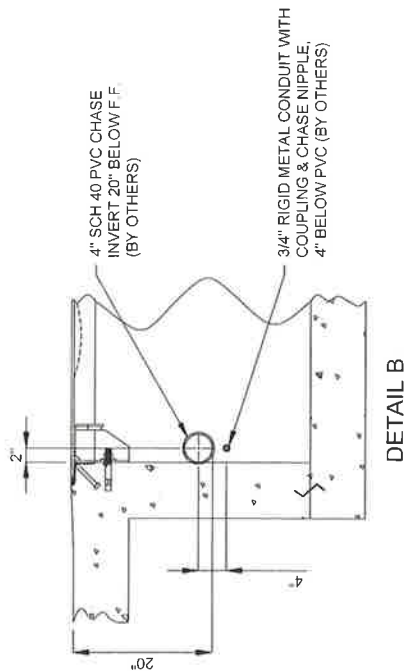
NOT FOR CONSTRUCTION

APPROVED BY:		REVISIONS		PROJECT	
SIGNATURE				Fargo Transit, ND	
PRINT NAME				D & J Equipment	
DATE				ECO 60-17 LH 102-306 (CP)	
				DRAWN BY	
				JGP	
				03/12/21	
				NOT TO SCALE	
STERIL-KONI USA, INC. 200 LOG CANOE CIRCLE, STEVENSVILLE, MD 21666 TEL 800-336-6637					
<b>steril-koni</b>					





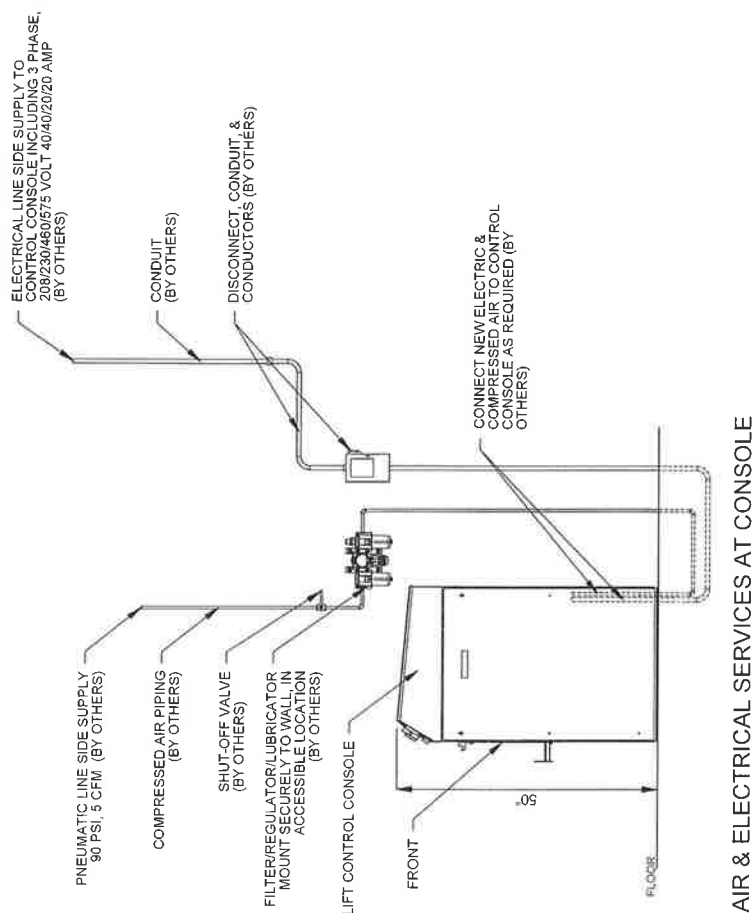
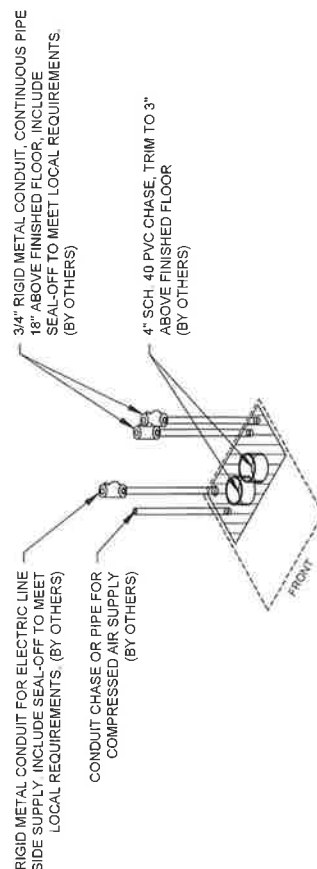
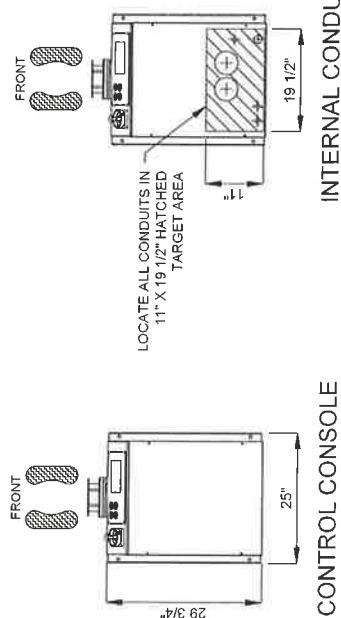
SECTION A-A LOOKING TOWARD CONTROL CONSOLE  
(CONSOLE NOT SHOWN)



ELEVATION DETAILS

NOT FOR CONSTRUCTION

APPROVED BY:	REVISIONS		PROJECT		NOT FOR CONSTRUCTION	
	Fargo Transit, ND		Stertil-Koni			
	D & J Equipment		STERIL-KONI USA, INC. 200 LOG CANCE CIRCLE, STEVENSVILLE, MD 21666 TEL. 800-336-6637			
SIGNATURE	ECO 60-17 LH 102-306 (CP)		DRAWN BY	JGP	03/12/21	NOT TO SCALE
DATE						



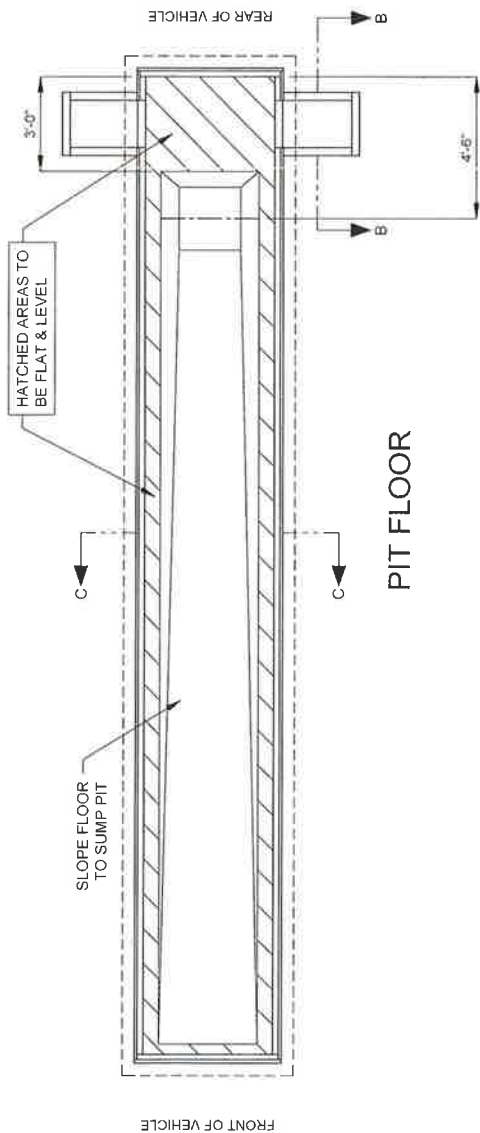
AIR & ELECTRICAL SERVICES AT CONSOLE

### ISOMETRIC VIEW OF CONDUITS AT CONTROL CONSOLE

## ebright CONTROL CONSOLE DETAILS

NOT FOR CONSTRUCTION

APPROVED BY:		REVISIONS	PROJECT	Fargo Transit, ND	STERTIL-KONI USA, INC. 200 LOG CANOE CIRCLE, STEVENSVILLE, MD 21686 TEL 800-335-6637				
SIGNATURE							LIFE SIZER	D & J Equipment	
COUNT NAME									ECO 60-17 LH 102-306 (CP)
DATE									
DRAWN BY		JGP	03/12/21	NOT TO SCALE					



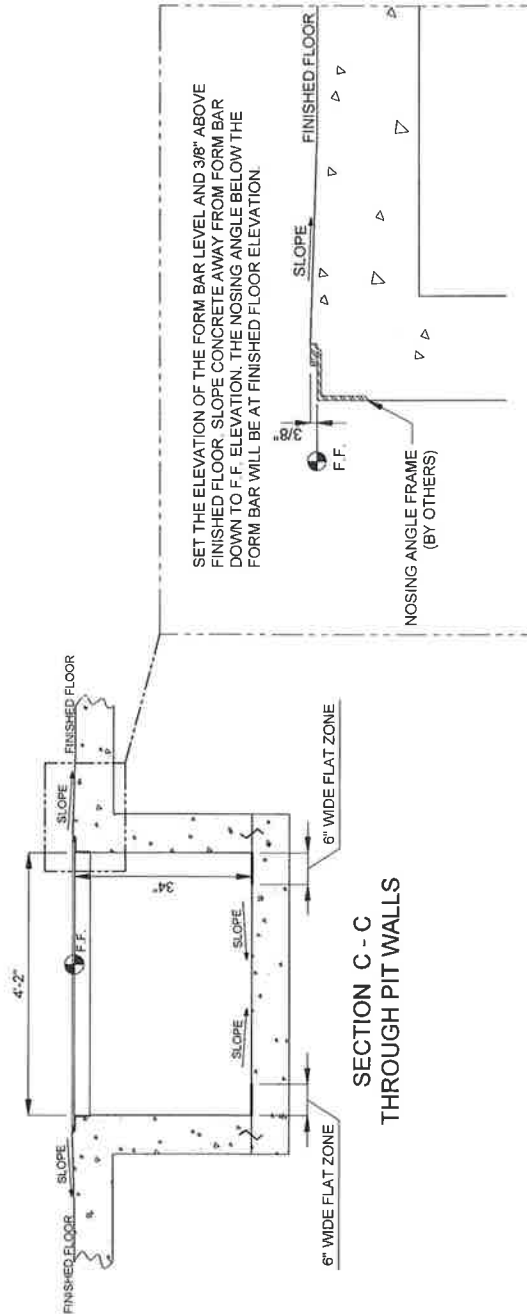
PIT FLOOR

WHEEL SPOTTING DISH  
FINISH CONCRETE TO  
36" RADIUS, 1" DEEP

NOSING ANGLE  
(BY OTHERS)




SECTION B - B  
THROUGH WHEEL DISH



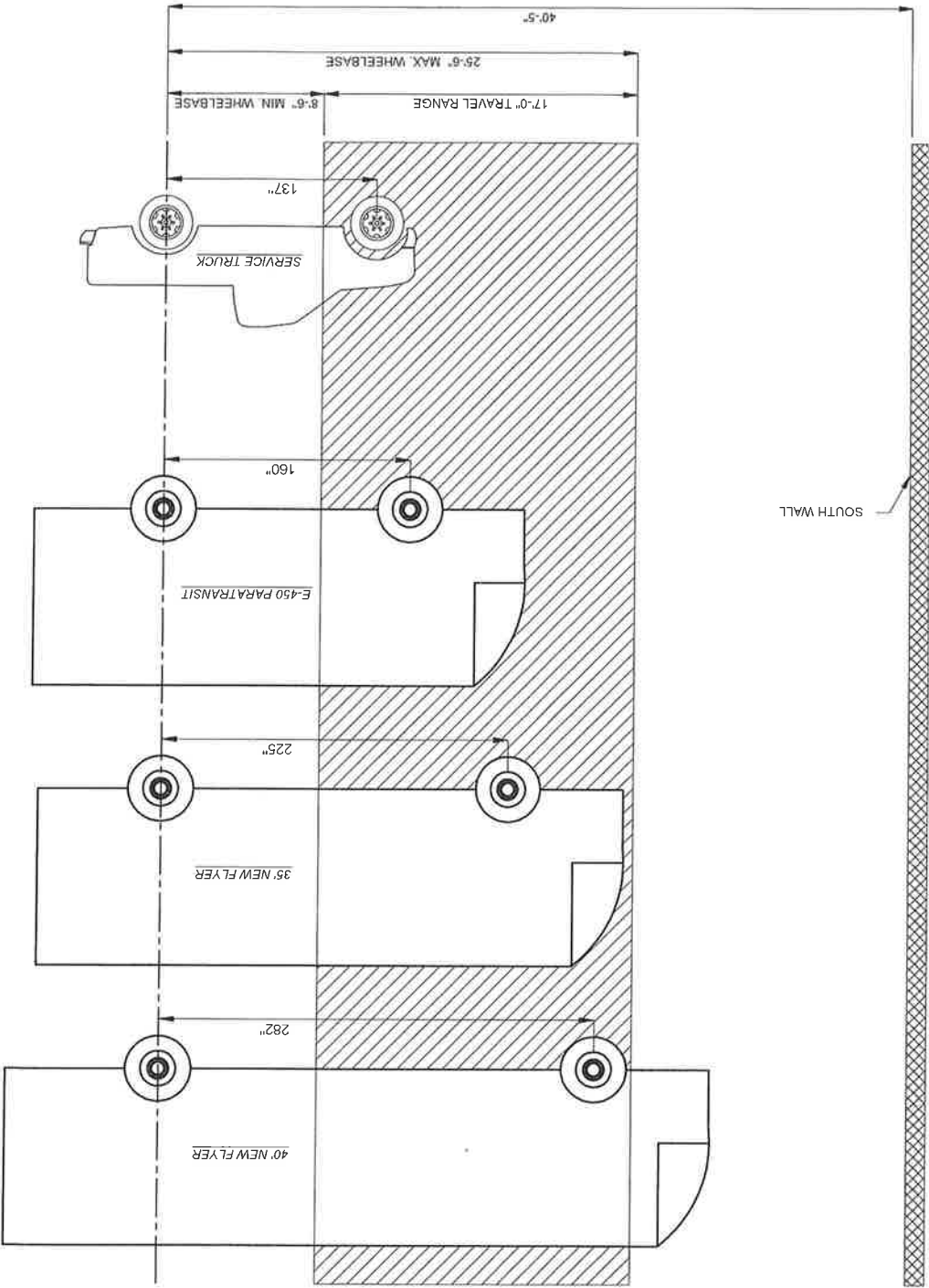
PIT DETAILS

NOSING ANGLE DETAIL

NOT FOR CONSTRUCTION

SIGNATURE	APPROVED BY:	REVISIONS	PROJECT	Fargo Transit, ND	
PRINT NAME			INSTALLER	D & J Equipment	
DATE			DESCRIPTION	ECO 60-17 LH 102-306 (CP)	
					DRAWN BY JGP 03/12/21 NOT TO SCALE

STERIL-KONI USA, INC.  
200 LOG CANOE CIRCLE, STEVENSVILLE, MD 21666  
TEL. 800-336-6637



VEHICLE DIAGRAM

APPROVED BY:		NOT FOR CONSTRUCTION	
SIGNATURE	DATE	PROJECT	REVISIONS
<div>PRELIMINARY</div>		Fargo Transit, ND	
		D & J Equipment	
		ECO 60-17 LH 102-306 (CP)	
INSTALLER		STERIL-KONI USA, INC.	
DESCRIPTION		200 LOG CANOE CIRCLE, STEVENSVILLE, MD 21666	
		TEL 800-336-6637	
		DOWN BY	NOT TO SCALE
		JGP	03/12/21





[KLJENG.COM](http://KLJENG.COM)

EOE/M/F/Vet/Disability

ENGINEERING, REIMAGINED

NORTH  
**Dakota** | Transportation  
Be Legendary.™

November 20, 2020

Mr. Dean Anagnost  
KLJ Solutions Holding Co. and Subsidiaries  
P.O. Box 4130  
Bismarck, ND 58502

Dear Mr. Anagnost,

We have performed a cognizant review of the audit and supporting working papers of the Indirect Cost Rate of KLJ for the year ended December 31, 2018 in accordance with our role as a Cognizant Agency as defined in 23 U.S.C 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The audit was performed by the CPA firm Keegan, Linscott & Kenon, PC. The CPA represented that the audit was conducted in accordance with *Government Auditing Standards* as promulgated by the Comptroller General of the United State of America, and the audit was designed to determine that the indirect cost rate was established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR 31 (FAR). Our review was performed in accordance with the AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates.

We believe the audit, the supporting workpapers for the Indirect Cost Rate, and the related Audit Report, conform in all material respects to the aforementioned regulations and auditing standards. We recommend acceptance of the following rates:

Indirect Cost Rate: 185.16%

Facilities Capital Cost of Money (FCCM): 0.91%

Sincerely,



Jody Isaak  
Director, Quality Assurance and Internal Review Division  
North Dakota Department of Transportation

Cc: Rachel Karlan, Keegan, Linscott & Associates, P.C.  
Ron Peck, NDDOT Environmental & Transportation Services





**Architectural/Engineering Services  
MTG Pit Repairs & In-Ground Hoist Replacement  
MTG Design Bid Build  
Fargo, ND**

**Engineer's Services**

The following scope of work has been developed for the Metro Transit Garage located at 650 23<sup>rd</sup> Street North in Fargo, ND. It is our understanding the City of Fargo Transit department has secured \$420,000 in funds from the North Dakota Department of Transportation to assess and repair an existing drive-over maintenance pit (Task 1) and replace two in-ground hoists (Task 2). It is anticipated the design, bidding and construction of both Task 1 and Task 2 will run concurrently. Below is a summary of the scope of services to be provided by KLJ and our subconsultants.

**I. Task 1: Drive-Over Pit Repairs**

**A. Preliminary Engineering**

1. Review existing plans prepared for the MTG and review the site to become familiar with existing conditions as it relates to the proposed changes associated with this phase of the project.
2. Obtain up to three (3) hand auger borings to identify soil conditions adjacent to and below the pit.
3. Meeting #1: Meet with MATBUS at the onset of the project to discuss existing conditions, brainstorm potential options to repair the pit that align with the current and future needs of the facility, and discuss construction phasing requirements to maintain operations.
4. Assemble feasible options developed in Meeting #1 and prepare preliminary plans, including construction phasing and opinions of cost, for review with MATBUS during Meeting #2. It is anticipated a preferred option will be selected by MATBUS to move forward into the next phase of the project, Construction Documents.
5. Consult with NDDOT and FTA on the class of action for the environmental assessment and document. It is anticipated the project will be classified as a Categorical Exclusion (CATEX) to secure NEPA approvals for the construction of the project. KLJ will prepare environmental documentation if necessary.
6. Scope of pit repairs to be considered are as follows:
  - a. Provide recommendations for repairing the pit to continue to operate as built.
  - b. Provide recommendations for modifying the pit to a slab on grade with provisions to accommodate future wash bay.
  - c. Provide recommendations for modifying the pit to accommodate a new in-ground hoist.

**B. Construction Documents:**

1. Upon selection of a preferred repair option by MATBUS at Meeting #2, KLJ's team will integrate feedback from Meeting #2 into the 50% progress submittal to include plans, specifications and opinions of cost.
2. Meeting #3: KLJ will meet with MATBUS upon completion of the 50% submittal to review progress and provide updates to any scope, schedule or budget concerns.
3. Feedback from the 50% submittal will be integrated into a 95% progress submittal to be reviewed with MATBUS.
4. Meeting #4: Review progress and provide updates to scope, schedule or budget concerns with MATBUS.

5. Prepare final plans and specifications stamped and signed by design professionals licensed in the State of North Dakota. Deliver one electronic set of documents and one original signed set of documents to MATBUS.
6. Submit final plans to city of Fargo building inspections for plan review and permitting. Permits will be the responsibility of the contractor.

C. Bidding Assistance

1. Provide front end specifications to be used for bidding purposes, including construction contracts and supplemental conditions. It is assumed the project will be bid with multiple prime contracts for general construction, mechanical construction and electrical construction.
2. Prepare advertisement for bids to be coordinated with MATBUS.
3. Assemble bid documents and upload them to the appropriate plan rooms and builder's exchanges.
4. Issue addendums and field questions regarding changes or additional information to supplement project drawings and specifications.
5. Attend pre-bid meeting to be held at the MTG.
6. Attend the bid opening.
7. Compile a list of all bidders according to prime contracts for MATBUS and recommend those to be awarded contracts.
8. Issue Notice of Award to the bidders selected by MATBUS.
9. Prepare construction contract documents as required for each prime contract.
10. Issue Notice to Proceed with construction to the prime bidders awarded contracts.

D. Construction Administration:

1. Administer pre-construction meeting.
2. Answer questions and issue RFI's as necessary to clarify drawings or specifications.
3. Davis-Bacon wage rate interviews and submittals.
4. LCP Tracker weekly payroll certification review.
5. Shop drawing review.
6. Review of pay requests, preparation of change orders and review of proposal requests.
7. Attendance & administration of up to four (4) construction meetings.
8. Up to six (6) site visits by KLJ during construction to review progress.
9. Preparation of a punch list prior to substantial completion.
10. Final walkthrough.
11. Project Closeout.

II. Task 2: In-Ground Hoist Replacement

A. Preliminary Engineering

1. Services identified herein are assumed to be provided in conjunction with Task 1.
2. Review existing plans prepared for the MTG and review the site to become familiar with existing conditions as it relates to the proposed changes associated with this phase of the project.
3. Meeting #1: Meet with MATBUS at the onset of the project to discuss existing conditions, brainstorm potential options for replacement of two in-ground hoists that align with the current and future needs of the facility, and discuss construction phasing requirements to maintain operations.
4. Assemble feasible options developed in Meeting #1 and prepare preliminary plans, including construction phasing and opinions of cost, for review with MATBUS during

Meeting #2. It is anticipated a preferred option will be selected by MATBUS to move forward into the next phase of the project, Construction Documents.

5. Consult with NDDOT and FTA on the class of action for the environmental assessment and document. It is anticipated the project will be classified as a Categorical Exclusion (CATEX) to secure NEPA approvals for the construction of the project. KLJ will prepare environmental documentation if necessary.
6. Scope of in-ground hoist replacement options to be considered are as follows:
  - a. Provide recommendations for integrating in-ground hoist selected by MATBUS into existing building.
  - b. Provide recommendations for alternate hoist system if in-ground hoist is not cost effective or transferrable to new facility.

B. Construction Documents:

1. Services identified herein are assumed to be provided in conjunction with Task 1.
2. Upon selection of a preferred repair option by MATBUS at Meeting #2, KLJ's team will integrate feedback from Meeting #2 into the 50% progress submittal to include plans, specifications and opinions of cost. Alternates will be suggested if project budget does not align with proposed scope of replacement.
3. Meeting #3: KLJ will meet with MATBUS upon completion of the 50% submittal to review progress and provide updates to any scope, schedule or budget concerns.
4. Feedback from the 50% submittal will be integrated into a 95% progress submittal to be reviewed with MATBUS.
5. Meeting #4: Review progress and provide updates to scope, schedule or budget concerns with MATBUS.
6. Prepare final plans and specifications, to be integrated with Task 1 plans and specifications, stamped and signed by design professionals licensed in the State of North Dakota. Deliver one electronic set of documents and one original signed set of documents to MATBUS.
7. Submit final plans to city of Fargo building inspections for plan review and permitting. Permits will be the responsibility of the contractor.

C. Bidding Assistance

1. Provide bidding assistance in conjunction with Task 1 services.

D. Construction Administration:

1. Provide construction administration in conjunction with Task 1 services.

III. Team Responsibilities:

- A. KLJ – Project Management, environmental planning, structural design, bidding assistance, and construction administration
- B. Foss Architecture + Interiors – Architectural code review
- C. MBN Engineering – Electrical/Mechanical/Plumbing design, bidding assistance and construction administration
- D. Braun Intertec – Geotechnical engineering
- E. Q-CAD – AutoCAD drafting services

IV. Anticipated Project Schedule

The following schedule has been prepared based on the milestone schedule included in the RFQ. The schedule will be reviewed and finalized with MATBUS upon selection of our team. Please note it is an extremely volatile market in the construction industry today. We are experiencing higher prices, limited material availability, extremely long lead times, and limited construction resources. As was

addressed in the RFQ Addendum 1 issued by MATBUS on April 16, 2021, the proposed in-ground hoists have lead times of 120 to 150 days. If replacement of the in-ground hoists moves forward, the schedule will need to be adjusted to accommodate material availability or alternate vehicle hoists will need to be identified to align with the schedule included in the RFQ. Our team will continue to monitor all of these items as the project develops and the scope of repairs is finalized. We will keep MATBUS apprised of any potential impacts to the schedule as soon as they are known.

Contract Execution .....	June 2021
Notice to Proceed .....	June 29, 2021
Preliminary Engineering .....	June 29, 2021 – July 19, 2021
50% Submittal .....	Week of August 9, 2021
95% Submittal .....	Week of August 23, 2021
Final Construction Documents .....	September 3, 2021
Advertise for Bid .....	September 8, 2021
Open Bids .....	September 29, 2021
Award Contracts .....	October 4, 2021
Construction Administration .....	October - December 2021

#### V. Services Not Included

These services can be provided upon request and will be negotiated at the time services are rendered and will be address in an amendment to the contract.

- A. Preparation of multiple bid packages or repackaging the project to be rebid.
- B. Preparation of as-built drawings.
- C. Advertisement and plan review fees.
- D. Material testing services.
- E. Additional services, tasks, and meetings not described in tasks outlined above.
- F. Extended construction administration for construction duration in excess of the timelines included in the tasks outlined above.
- G. Construction observation beyond those services identified above.



## ENGINEERING FEES

MTG Design Build - Task 1: Drive-Over Pit Repairs							
1.	Direct Labor	Hours	X	Rate	=	Project Cost	Total
	Contract Administrator	1	X	30	=	\$ 30.00	\$ 30.00
	Project Assistant II	26	X	30	=	\$ 780.00	\$ 780.00
	Project Manager	54	X	59	=	\$ 3,186.00	\$ 3,186.00
	Engineer	2	X	45	=	\$ 90.00	\$ 90.00
	Associate Engineer	60	X	38	=	\$ 2,280.00	\$ 2,280.00
	CAD Technician I	4	X	25	=	\$ 100.00	\$ 100.00
			X		=	\$ -	\$ -
			X		=	\$ -	\$ -
			X		=	\$ -	\$ -
			X		=	\$ -	\$ -
			X		=	\$ -	\$ -
			X		=	\$ -	\$ -
Subtotal					=	\$ 6,466.00	\$ 6,466.00
2.	Overhead/Indirect Cost (expressed as indirect rate x direct labor)					185.16%	\$ 11,972.45
3.	Subcontractor Costs					\$ 10,805.33	\$ 10,805.33
4.	Materials and Supplies Costs					\$ -	\$ -
5.	Travel Costs					\$ -	\$ -
6.	Fixed Fee					12%	\$ 2,212.61
7.	Miscellaneous Costs						\$ -
Total Cost					=		\$ 31,456.39





## ENGINEERING FEES

MTG Design Build - Task 2: In-Ground Hoist Replacement							
1.	Direct Labor	Hours	X	Rate	=	Project Cost	Total
	Contract Administrator	1	X	30	=	\$ 30.00	\$ 30.00
	Project Assistant II	4	X	30	=	\$ 120.00	\$ 120.00
	Project Manager	10	X	59	=	\$ 590.00	\$ 590.00
	Engineer	2	X	45	=	\$ 90.00	\$ 90.00
	Associate Engineer	32	X	38	=	\$ 1,216.00	\$ 1,216.00
	CAD Technician I	4	X	25	=	\$ 100.00	\$ 100.00
			X		=	\$ -	\$ -
			X		=	\$ -	\$ -
			X		=	\$ -	\$ -
			X		=	\$ -	\$ -
			X		=	\$ -	\$ -
			X		=	\$ -	\$ -
Subtotal					=	\$ 2,146.00	\$ 2,146.00
2.	Overhead/Indirect Cost (expressed as indirect rate x direct labor)					185.16%	\$ 3,973.53
3.	Subcontractor Costs					\$ 7,406.00	\$ 7,406.00
4.	Materials and Supplies Costs					\$ -	\$ -
5.	Travel Costs					\$ -	\$ -
6.	Fixed Fee					12%	\$ 734.34
7.	Miscellaneous Costs						\$ -
Total Cost					=		\$ 14,259.87

26

April 20, 2021

Board of City Commissioners  
City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**Re: Amendment to Purchase Agreement – ROW  
Improvement District #BN-21-A1**

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Amendment to Purchase Agreement document for the acquisition of Highway Interchange Right-of-Way in association with Improvement District #BN-21-A1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize the purchase of Highway Interchange Right-of-Way from Sanford North in association with Improvement District #BN-21-A1.

Please return a copy of the signed Amendment to Purchase Agreement.

Respectfully submitted,



Shawn G. Bullinger  
Land Acquisition Specialist

C: Jeremy Gorden  
Brenda Derrig  
Nancy J. Morris

**AMENDMENT TO**  
**PURCHASE AGREEMENT**

This Amendment to Purchase Agreement (this "Amendment") amends that certain Purchase Agreement between Sanford North, a North Dakota nonprofit corporation ("Seller") and the City of Fargo, a North Dakota municipal corporation ("Buyer"), dated November 30, 2020, the subject of which identified real property for use as a Highway Interchange Right of Way (the "Purchase Agreement").

WHEREAS, the parties now seek to substitute a preliminary plat map in place of the metes and bounds description of the Property in the Purchase Agreement, and, add an additional 38,797 ft<sup>2</sup> of real property.

**NOW THEREFORE**, for good and valuable consideration hereby acknowledged, the parties agree to amend the Purchase Agreement as follows:

(1) The definition of "Property" in the Purchase Agreement shall be deleted in its entirety and substituted with the following real property identified below:

**LOT 3, BLOCK 2, SANFORD ADDITION TO THE CITY OF FARGO,  
CASS COUNTY, NORTH DAKOTA.**

Said real property, identified in the preliminary plat attached hereto as Exhibit A to this Amendment.

(2) Exhibit A to this Amendment shall replace in its entirety the Exhibit A attached to the Purchase Agreement.

(3) The Subject Matter, set forth in Section 1 of the Purchase Agreement, shall be increased to reflect the total square footage of the Property to 431,779 square feet, more or less.

(4) The Purchase Price, set forth in Section 2 of the Purchase Agreement, shall be

increased to Three Hundred Ninety-Six Thousand, Four Hundred Ninety-One Dollars and Twenty-Eight Cents (\$396,491.28).

(5) Section 6 of the Purchase Agreement is hereby amended to reflect that the Closing on the Property shall take place after the recording of the proposed plat of the Sanford Addition to the City of Fargo, Cass County, North Dakota, Part of the Southeast Quarter of Section 3, Township 138 North, Range 49 East (A Major Subdivision).

(6) Said Property shall be conveyed by Warranty Deed to the City of Fargo at the time of Closing.

(7) All other terms and conditions of the Purchase Agreement not amended hereby shall remain in full force and effect.

Dated this 15<sup>th</sup> day of April, 2021.

SELLER:  
SANFORD NORTH,  
a North Dakota nonprofit corporation

By: Brian McQuinn  
Its: Treasurer & CFO

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

BUYER:  
City of Fargo,  
a North Dakota municipal corporation

---

Dr. Timothy J. Mahoney, M.D., Mayor

Attest:

Steve Sprague, City Auditor

(27)

April 19, 2021

Board of City Commissioners  
City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**Re: Memorandum of Offer to Landowner  
Permanent & Temporary Easement – Improvement District #UN-21-A1**

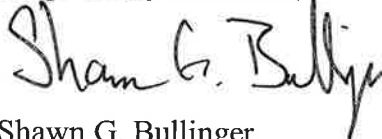
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a permanent & temporary easement in association with Improvement District #UN-21-A1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

**RECOMMENDED MOTION:** I/we hereby move to approve and authorize purchase of a permanent & temporary easement from **Robert L. Nelson Revocable Trust** in association with Improvement District #UN-21-A1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,



Shawn G. Bullinger  
Land Acquisition Specialist

C: Nancy J. Morris  
Nathan Boerboom



**MEMORANDUM OF OFFER TO LANDOWNER**

City of Fargo, Engineering Department

Project UN-21-A1	County Cass	Parcel(s) 01-3500-04817-002
Landowner Robert L Nelson Revocable Trust		
Mailing Address 4083 37th Ave N Reiles Acres, ND 58102		

The following-described real property and/or related temporary easement areas are being acquired for project purposes:

See enclosed easement(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 19,874.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	
Easement and Access Control	\$	19,874.00
Improvements on Right of Way*	\$	
Damages to Remainder	\$	
Total Offer	\$	19,874.00

\*Description of Damages to Remainder are as follows:

  
 Owner Signature  
 Signature hereby constitutes acceptance of offer as presented above.

  
 Shawn G. Bullinger  
 Land Acquisition Specialist, City of Fargo

*Fargo City Commission has considered the offer and approves the same:*



Timothy J. Mahoney  
 MAYOR  
 SIGNATURE  
 DATE

**EASEMENT**  
**(Temporary Construction Easement)**

KNOW ALL MEN BY THESE PRESENTS that **ROBERT L. NELSON REVOCABLE TRUST**, hereinafter referred to as "Grantor", for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00), to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a temporary construction easement over, upon and in land hereinafter described for the purpose of storm sewer construction and activities appurtenant thereto, said land being more fully described, to-wit:

A tract of land in the Southeast Quarter of Section 14, Township 140 North, Range 49 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota described as follows:

Commencing at the northeast corner of said Southeast Quarter; thence South 88°04'15" West, along the north line of said Southeast Quarter, a distance of 1786.75 feet to a point lying 130.00 feet northwesterly of, as measured perpendicular to, the centerline of Cass County Drain No. 10, said point also being on the northwesterly line of a tract of land described by Trustee's Deed document 1601634 on file at the Cass County Recorder's Office; thence South 54°57'44" West, parallel with said centerline, along said northwesterly line, a distance of 73.23 feet to a point lying 40.00 feet southerly of, as measured perpendicular to, said north line, the point of beginning; thence continuing South 54°57'44" West, parallel with said centerline, along said northwesterly line, a distance of 18.31 feet to a point lying 50.00 feet southerly of, as measured perpendicular to, said north line; thence South 88°04'15" West, parallel with said north line, a distance of 772.06 feet to a point on the west line of said Southeast Quarter; thence North 2°37'16" West, along said west line, a distance of 10.00 feet to a point lying 40.00 feet southerly of, as measured perpendicular to, said

north line; thence North 88°04'15" East, parallel with said north line, a distance of 787.52 feet to the point of beginning.

Said tract contains 7,798 square feet, more or less.

Said parcel is pictorially represented on Exhibit "A" attached hereto and incorporated herein by reference.

Grantor warrants that it is the owner of the above described premises and has the lawful right and authority to convey and grant the easement herein granted.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times, when necessary or convenient to do so, go over and upon said above-described parcel of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further agrees they will not disturb, injure, molest or in any manner interfere with said parcel to be used for construction of the storm sewer, and Grantor expressly warrants and states that no obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the said parcel to be used for the construction phase of said project.

This easement shall terminate on Oct 31, 2021.

(Signatures on following page.)

IN WITNESS WHEREOF, Grantor set its hand and caused this instrument to be executed  
this 16 day of APRIL, 2021.

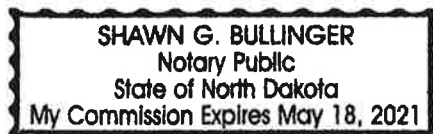
GRANTOR:

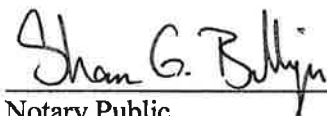
  
Robert L. Nelson Revocable Trust, Robert  
L. Nelson, Trustee

STATE OF NORTH DAKOTA )  
COUNTY OF CASS ) ss.  
)

On this 16 day of APRIL, 2021, before me, a notary public in and for said county and  
state, personally appeared **Robert L. Nelson, Trustee, Robert L. Nelson Revocable Trust**,  
described in and who executed the within and foregoing instrument, and acknowledged to me that  
he/she executed the same.

(SEAL)



  
Notary Public  
Cass County, North Dakota

GRANTEE:

City of Fargo, a North Dakota municipal  
corporation

\_\_\_\_\_  
Dr. Timothy J. Mahoney, M.D., Mayor

ATTEST

\_\_\_\_\_  
Steve Sprague, City Auditor

STATE OF NORTH DAKOTA       )  
  ) ss.  
COUNTY OF CASS               )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a notary public in and for said county and state, personally appeared DR. TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

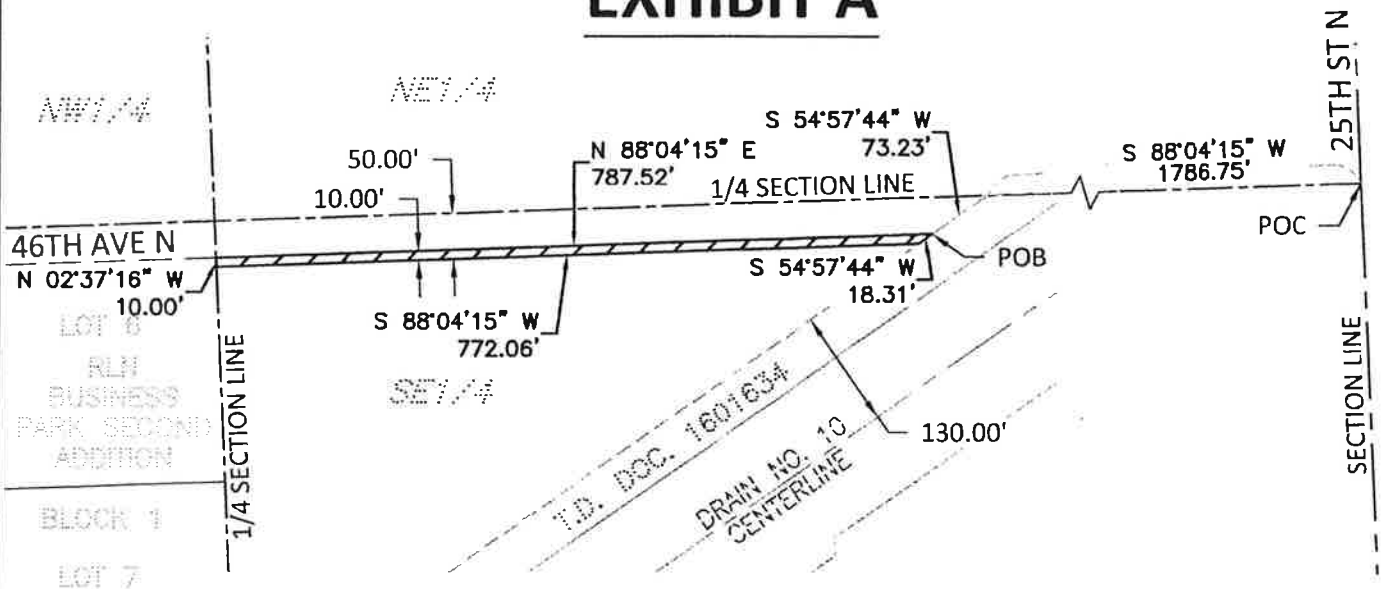
(SEAL)

\_\_\_\_\_  
Notary Public  
Cass County, ND  
My Commission expires:

The legal description was prepared by:  
Brent W. Wacha, LS-5068  
City of Fargo, Engineering Department,  
225 4th Street North  
Fargo, ND 58102  
701-241-1545

This document was prepared by:  
Nancy J. Morris  
Assistant City Attorney  
Erik R. Johnson & Associates, Ltd.  
505 Broadway N., Ste. 206  
Fargo, ND 58102  
701-280-1901  
nmorris@lawfargo.com

# EXHIBIT A

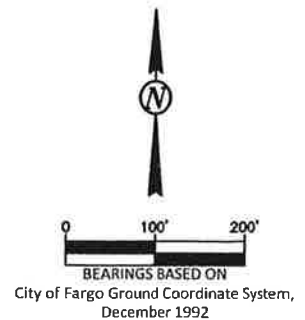


## Description:

A tract of land in the Southeast Quarter of Section 14, Township 140 North, Range 49 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota described as follows:

Commencing at the northeast corner of said Southeast Quarter; thence South 88°04'15" West, along the north line of said Southeast Quarter, a distance of 1786.75 feet to a point lying 130.00 feet northwesterly of, as measured perpendicular to, the centerline of Cass County Drain No. 10, said point also being on the northwesterly line of a tract of land described by Trustee's Deed document 1601634 on file at the Cass County Recorder's Office; thence South 54°57'44" West, parallel with said centerline, along said northwesterly line, a distance of 73.23 feet to a point lying 40.00 feet southerly of, as measured perpendicular to, said north line, the point of beginning; thence continuing South 54°57'44" West, parallel with said centerline, along said northwesterly line, a distance of 18.31 feet to a point lying 50.00 feet southerly of, as measured perpendicular to, said north line; thence South 88°04'15" West, parallel with said north line, a distance of 772.06 feet to a point on the west line of said Southeast Quarter; thence North 2°37'16" West, along said west line, a distance of 10.00 feet to a point lying 40.00 feet southerly of, as measured perpendicular to, said north line; thence North 88°04'15" East, parallel with said north line, a distance of 787.52 feet to the point of beginning.

Said tract contains 7,798 square feet, more or less.



## LEGEND

 NEW EASEMENT AREA



ENGINEERING DEPT.

## TEMPORARY EASEMENT

A TRACT OF LAND IN SECTION 14, T. 140 N., R. 49 W., FIFTH P.M.,  
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

DRAWN BY: BWW

APPROVED BY: BWW

DATE: FEBRUARY 4, 2021

SHEET 1 OF 1



**PERMANENT EASEMENT**  
**(Storm Sewer)**

KNOW ALL MEN BY THESE PRESENTS that **ROBERT L. NELSON REVOCABLE TRUST**, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of constructing, operating, maintaining and repairing a storm sewer, together with the customary appurtenances, said tract being more particularly described as follows:

A tract of land in the Southeast Quarter of Section 14, Township 140 North, Range 49 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota described as follows:

Commencing at the northeast corner of said Southeast Quarter; thence South 88°04'15" West, along the north line of said Southeast Quarter, a distance of 1786.75 feet to a point lying 130.00 feet northwesterly of, as measured perpendicular to, the centerline of Cass County Drain No. 10, said point also being on the northwesterly line of a tract of land described by Trustee's Deed document 1601634 on file at the Cass County Recorder's Office, the point of beginning; thence South 54°57'44" West, parallel with said centerline, along said northwesterly line, a distance of 73.23 feet to a point lying 40.00 feet southerly of, as measured perpendicular to, said north line; thence South 88°04'15" West, parallel with said north line, a distance of 787.52 feet to a point on the west line of said Southeast Quarter; thence North 2°37'16" West, along said west line, a distance of 40.00 feet to the northwest corner of said Southeast Quarter; thence North 88°04'15"

East, along said north line, a distance of 849.34 feet to the point of beginning.

Said tract contains 32,737 square feet, more or less.

Said parcel is pictorially represented on Exhibit "A" attached hereto and incorporated herein by reference.


Grantor, its successors and assigns, hereby covenant to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or convenient to do so, go over and upon said above-described tract of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with said storm sewer and customary appurtenances, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises, and Grantor expressly warrants and states that no buildings or other obstacles of any kind shall be placed or located upon the tract so as to interfere in any manner with the construction, operation, maintenance or repair of said storm sewer including customary appurtenances, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of constructing of said storm sewer and customary appurtenances was begun.

(Signatures on following page.)

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 16 day of APRIL, 2021.

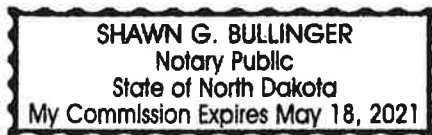
GRANTOR:

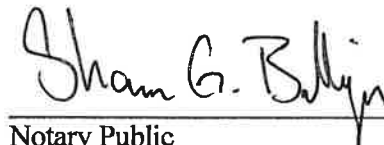
  
Robert L. Nelson Revocable Trust, Robert  
L. Nelson, Trustee

STATE OF NORTH DAKOTA )  
 ) ss.  
COUNTY OF CASS )

On this 16 day of APRIL, 2021, before me, a notary public in and for said county and state, personally appeared **Robert L. Nelson, Trustee, Robert L. Nelson Revocable Trust**, described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

(SEAL)

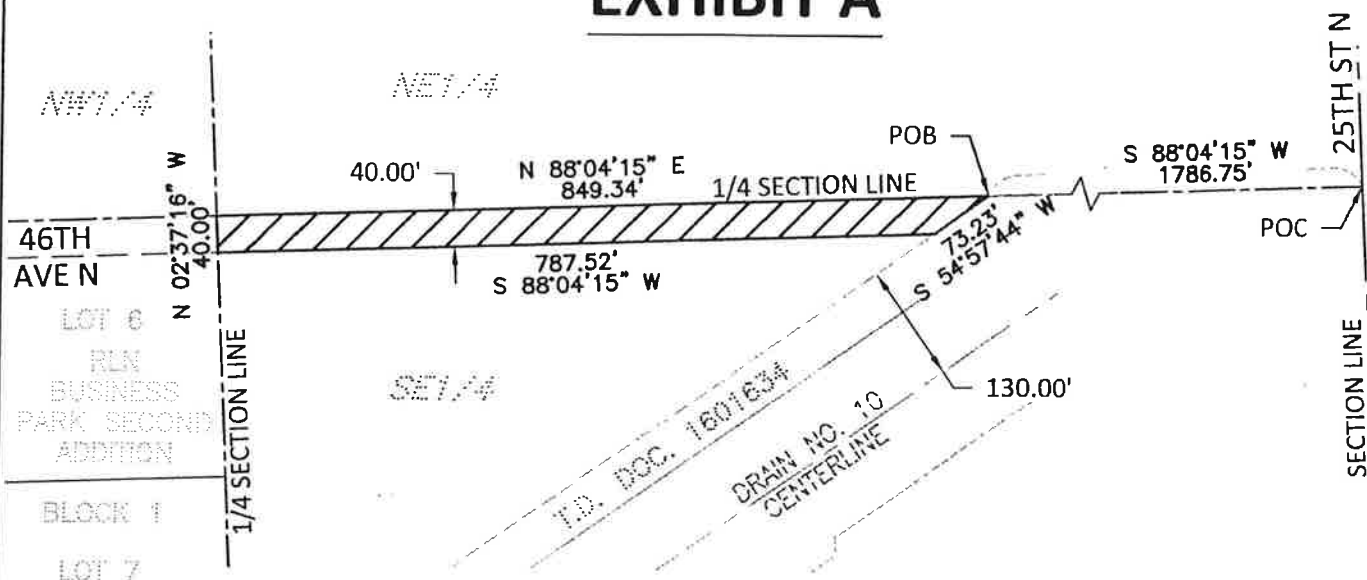


  
Notary Public  
Cass County, North Dakota

The legal description was prepared by:  
Brent W. Wacha, LS-5068  
City of Fargo, Engineering Department,  
225 4th Street North  
Fargo, ND 58102  
701-241-1545

This document was prepared by:  
Nancy J. Morris  
Assistant City Attorney  
Erik R. Johnson & Associates, Ltd.  
505 Broadway N., Ste. 206  
Fargo, ND 58102  
701-280-1901  
nmorris@lawfargo.com

# EXHIBIT A

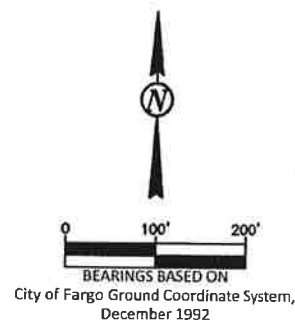


## Description:

A tract of land in the Southeast Quarter of Section 14, Township 140 North, Range 49 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota described as follows:

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Said tract contains 32,737 square feet, more or less.



## LEGEND

 NEW EASEMENT AREA



ENGINEERING DEPT.

## PERMANENT EASEMENT

A TRACT OF LAND IN SECTION 14, T. 140 N., R. 49 W., FIFTH P.M.,  
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

DRAWN BY: JWZ

APPROVED BY: BWW

DATE: FEBRUARY 4, 2021

SHEET 1 OF 1

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

28

Improvement District No. PR-21-G1

Type: Private Utility Relocation

Location: 40<sup>th</sup> Avenue North & CR 81

Date of Hearing: 3/29/2021

<u>Routing</u>	<u>Date</u>
City Commission	5/3/2021
PWPEC File	X
Project File	Roger Kluck

The Committee reviewed a communication from Project Engineer, Roger Kluck, regarding Consolidated Communications (CCI), and Century Link utilities needing to be relocated to facilitate construction of the new turning lanes and pavement improvements for Improvement District PR-21-G1.

The estimates for utility relocations are as follows:

- Century Link - \$3,426.10
- CCI - \$9,465.00

Staff is seeking approval to pay Century Link \$3,426.10 and CCI \$9,465.00 based on preliminary estimates for relocation of private utilities. Payment is contingent on relocating by June 1, 2021.

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to recommend approval of the estimated payments to Century Link in the amount of \$3,426.10 and CCI in the amount of \$9,465.00 for the relocation of private utilities contingent on relocating by June 1, 2021.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the estimated payments to Century Link in the amount of \$3,426.10 and CCI in the amount of \$9,465.00 for the relocation of private utilities contingent on relocating by June 1, 2021.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

	Yes	No
Developer meets City policy for payment of delinquent specials	N/A	
Agreement for payment of specials required of developer	N/A	
Letter of Credit required (per policy approved 5-28-13)	N/A	

COMMITTEE

	Present	Yes	No	Unanimous
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Kent Costin, Finance Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson



Brenda E. Derrig, P.E.  
City Engineer

# Memorandum

**To:** Members of PWPEC

**From:** Roger E. Kluck, PE, CFM Civil Engineer II

**Date:** March 24, 2021

**Re:** Project No. PR-21-G1 - Asphalt Paving Rehab/Reconstruction 40<sup>th</sup> Avenue N and CR 81  
Century Link/Lumen and Consolidated Communications Cable Relocation

---

**Background:**

This project is under design and will be bid May 12, 2021, with the construction substantial completion date being August 1, 2021. In order to meet this schedule we would like to get the utilities relocated ahead of the bid opening. Century Link/Lumen and Consolidated Communications, Inc. were permitted by Cass County and are located within the CR 81 right of way on the east side of CR 81 and will need to be relocated to make room for the road widening. Cass County Electric lies within the road right of way but has plans to upgrade and relocate their line at their own cost. Cass County Electric will install power feed point for future street lights.

The attached cost information is from Century Link/Lumen for \$3,426.10

The attached cost information is from CCI for \$9,465.00.

Funding for this project will come from Special Assessments. Engineering has reviewed the proposals and feel they are reasonable and in line with other similar work.

**Recommended Motion:**

Approve payment of \$3,426.10 to Century Link/Lumen and \$9,465.00 to Consolidated Communications for the relocation of existing private utility lines to facilitate construction of the new turning lanes and pavement improvements.

REK/klb  
Attachment

C: Nathan Boerboom, Division Engineer







03/24/21

City of Fargo  
Attn: Steve Moss  
225 4th St North  
Fargo, ND 58102

Re: FARGO, ND

BAN Number BN1NDA01

Steve Moss,

Please review the attached Special Construction Proposal. If acceptable, return a signed copy and a form of payment for the total charges in the amount of \$3,426.10. Please note, your job will not be scheduled until we are in receipt of the above.

Send all documents and payments to:

CenturyLink Asset Accounting - BART  
700 W Mineral Ave  
Room NM P29.34  
Littleton, CO 80120

Documents to include:

- Signed Proposal
- Payment

After we have received the above from you, we will return one fully executed copy for your records. The fully executed Special Construction Proposal will constitute the agreement between you and Centurylink for the Work. NO ADDITIONAL TERMS AND CONDITIONS WILL BE ACCEPTED.

Checks or money order should be made payable to CenturyLink. If you are providing a Purchase Order as a form of payment, please sign, date and return the Purchase Order for the amount of \$3,426.10. Please note that any terms and conditions set forth on a Purchase Order will not become part of the agreement for the Work, which is governed solely by the Special Construction Proposal. If you are interested in an electronic payment option, ACH is available and instructions will be provided to you upon request. CenturyLink is unable to accept credit card payments for Special Construction projects.

Any questions regarding the scheduling of the work to be performed or decisions to cancel the work, please contact CenturyLink representative, Donna Olson at +17634252199.

Asset Accounting Operations  
Email: [sconstr@Lumen.com](mailto:sconstr@Lumen.com)  
720-567-6991

enclosures

**Special Construction Proposal**

Contract No No  
 Job Authorization No: BN1NDA01  
 CTL Affiliate: Qwest Corporation

Date: 03/24/21

Billing Address:

Work Location:

Customer: City of FargoHwy81 and County Road 20 NAttention: Steve MossCounty CASS225 4th St NorthFARGO, NDFargo, ND 58102

This Proposal is governed by the terms and conditions set forth herein as well as any applicable state or federal tariffs filed with the appropriate state or federal regulators. Description and/or specifications of work to be performed by an operating affiliate of CenturyLink Inc. ("CenturyLink") under this Proposal ("Work") is as follows:

Terminal move for new turn lane

Advance Payment (required before work begins): \$3,426.10Total Charges: Three Thousand Four Hundred Twenty-Six Dollars and 10/100

For the Work performed hereunder, Customer will be responsible for the actual charges incurred. The estimated charges above shall be paid prior to commencement of the Work ("Advance Payment"). Amounts due from Customer in excess of estimated amounts shall be paid by Customer within thirty days of invoice, or such longer time, if any, as set forth on such invoice. Refunds due Customer, if any, shall be refunded as required by applicable tariff. All past due, undisputed amounts due from Customer to Company will be assessed a late fee at 14% APR. Where applicable, Customer shall also be responsible for foreign, federal, state and local taxes assessed in connection with the Work, including without limitation, all use, sales, value added, surcharges, excise, franchises, commercial, gross receipts, license, privilege or other similar charges, whether charged to or against Company or Customer, but excluding any taxes based on Company's net income.

For **Governmental Customers only**, Company will submit an invoice of charges upon completion of the Work, payable within forty-five (45) days of receipt. Past due undisputed amounts will be assessed a late fee in accordance with the applicable state and/or federal laws

\*The Work proposed here is separate from any work that may be performed pursuant to any other order or agreement, including but not limited to a Pre-Service Request for cell site provisioning. This Proposal shall be deemed withdrawn by Company if not accepted by the Customer within 30 days. **Upon execution by both parties, this Proposal and the terms and conditions of any applicable tariffs or Rates and Services Schedules on file with the applicable regulatory authorities shall constitute a binding agreement upon the parties.**

**CenturyLink**

Authorized Signature: \_\_\_\_\_

Name Printed/Typed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Customer**

Authorized Signature: \_\_\_\_\_

Name Printed/Typed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

29

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-20-C1 Type: Negative Final Balancing Change Order #4

Location: 64<sup>th</sup> Ave S, 25<sup>th</sup> St – 33<sup>rd</sup> St Date of Hearing: 4/26/2021

<u>Routing</u>	<u>Date</u>
City Commission	<u>5/3/2021</u>
PWPEC File	<u>X</u>
Project File	<u>Jake Rick</u>

The Committee reviewed the accompanying correspondence from Traffic Project Manager, Jake Rick, regarding Negative Final Balancing Change Order #4 in the amount of -\$146,214.39, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #4 in the amount of -\$146,214.39, bringing the total contract amount to \$5,080,831.99.

On a motion by Bruce Grubb, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Negative Final Balancing Change Order #4 to Dakota Underground.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Negative Final Balancing Change Order #4 in the amount of -\$146,214.39, bringing the total contract amount to \$5,080,831.99 to Dakota Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Cass County Joint WRD Funds, Sales Tax & Special Assessments


	Yes	No
Developer meets City policy for payment of delinquent specials	<u>N/A</u>	<u>  </u>
Agreement for payment of specials required of developer	<u>N/A</u>	<u>  </u>
Letter of Credit required (per policy approved 5-28-13)	<u>N/A</u>	<u>  </u>

COMMITTEE

Tim Mahoney, Mayor  
 Nicole Crutchfield, Director of Planning  
 Steve Dirksen, Fire Chief  
 Bruce Grubb, City Administrator  
 Ben Dow, Director of Operations  
 Steve Sprague, City Auditor  
 Brenda Derrig, City Engineer  
 Kent Costin, Finance Director

Present	Yes	No	Unanimous
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

  
 Brenda E. Derrig, P.E.  
 City Engineer

C: Kristi Olson





**CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT**

<b>Improvement District No</b>	BN-20-C1	<b>Change Order No</b>	4
<b>Project Name</b>	PCC Paving, Site Grading, Structures, Storm Sewer, Water Main Replacement, Street Lighting, Sidewalk		
<b>Date Entered</b>	4/20/2021	<b>For</b>	Dakota Underground Co Inc

This change is made under the terms of or is supplemental to your present contract , if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

**EXPLANATION OF CHANGE:** Final Balancing

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Water Main	3	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	100.00	0.00	100.00	-90.00	10.00	0.01	-0.90
	4	F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	2,500.00	0.00	2,500.00	-2,500.00	0.00	0.01	-25.00
	5	F&I Fittings C153 Ductile Iron	LB	7,651.00	0.00	7,651.00	-1,250.00	6,401.00	7.00	-8,750.00
	8	F&I Insulation 2" Thick	SY	171.00	0.00	171.00	-39.00	132.00	20.00	-780.00
	9	Plug Pipe 16" Dia	EA	41.00	0.00	41.00	-31.00	10.00	100.00	-3,100.00
	12	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	39.00	0.00	39.00	-5.00	34.00	27.00	-135.00
	13	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	93.00	0.00	93.00	5.50	98.50	40.00	220.00
	14	F&I Pipe C900 DR 18 - 12" Dia PVC	LF	97.00	0.00	97.00	-30.50	66.50	50.00	-1,525.00
	15	F&I Pipe C900 DR 18 - 16" Dia PVC	LF	2,666.00	0.00	2,666.00	-16.00	2,650.00	57.00	-912.00
	16	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	66.00	0.00	66.00	-46.00	20.00	60.00	-2,760.00
	17	F&I Pipe w/GB C900 DR 18 - 16" Dia PVC	LF	168.00	0.00	168.00	45.00	213.00	74.00	3,330.00
	18	Remove Pipe All Sizes All Types	LF	532.00	0.00	532.00	-371.00	161.00	20.00	-7,420.00
	21	F&I Gate Valve 8" Dia	EA	1.00	0.00	1.00	2.00	3.00	1,600.00	3,200.00
	22	F&I Gate Valve 12" Dia	EA	4.00	0.00	4.00	-1.00	3.00	3,000.00	-3,000.00
	26	Bore Pipe 1" Dia Water Service	LF	679.00	0.00	679.00	-9.00	670.00	35.00	-315.00
	27	F&I Pipe 1" Dia Water Service	LF	322.00	0.00	322.00	4.00	326.00	24.00	96.00
<b>Water Main Sub Total (\$)</b>									<b>-21,876.90</b>	

**CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT**

<b>Storm Sewer</b>	30	F&I 1-1/4" Trench Found Rock 27" thru 36" Dia	LF	1,000.00	0.00	1,000.00	-1,000.00	0.00	0.01	-10.00
	31	F&I 1-1/4" Trench Found Rock 42" thru 54" Dia	LF	100.00	0.00	100.00	-100.00	0.00	0.01	-1.00
	33	F&I Manhole 4' Dia Reinf Conc	EA	6.00	0.00	6.00	-1.00	5.00	3,100.00	-3,100.00
	47	Connect Pipe to Exist Pipe	EA	6.00	0.00	6.00	-1.00	5.00	1,000.00	-1,000.00
	48	F&I Pipe 15" Dia Reinf Conc	LF	651.00	0.00	651.00	15.00	666.00	44.00	660.00
	49	F&I Pipe 18" Dia Reinf Conc	LF	303.00	121.00	424.00	1.00	425.00	47.00	47.00
	50	F&I Pipe 21" Dia Reinf Conc	LF	180.00	0.00	180.00	1.00	181.00	51.00	51.00
	52	F&I Pipe 27" Dia Reinf Conc	LF	162.00	0.00	162.00	1.00	163.00	72.00	72.00
	56	F&I Pipe 54" Dia Reinf Conc	LF	25.00	0.00	25.00	-5.00	20.00	215.00	-1,075.00
	58	Remove Pipe All Sizes All Types	LF	1,092.00	0.00	1,092.00	56.00	1,148.00	20.00	1,120.00
<b>Paving</b>	65	F&I Rip Rap Rock	CY	400.00	0.00	400.00	-200.00	200.00	80.00	-16,000.00
	69	F&I Slope Protection 5" Thick Reinf Conc	SY	135.00	0.00	135.00	7.00	142.00	80.00	560.00
	<b>Storm Sewer Sub Total (\$)</b>									
	70	Temp Fence - Safety	LF	700.00	0.00	700.00	-100.00	600.00	4.00	-400.00
	75	Remove Pavement All Thicknesses All Types	SY	2,765.00	0.00	2,765.00	-648.00	2,117.00	10.00	-6,480.00
	79	Subgrade Preparation	SY	17,843.00	0.00	17,843.00	119.00	17,962.00	1.50	178.50
	80	F&I Woven Geotextile	SY	17,843.00	0.00	17,843.00	119.00	17,962.00	1.60	190.40
	81	F&I Class 5 Agg - 12" Thick	SY	17,843.00	0.00	17,843.00	119.00	17,962.00	12.00	1,428.00
	82	F&I Edge Drain 4" Dia PVC	LF	7,675.00	0.00	7,675.00	-815.00	6,860.00	6.50	-5,297.50
	83	F&I Curb & Gutter Mountable (Type I)	LF	42.00	0.00	42.00	-42.00	0.00	20.00	-840.00
	84	F&I Curb & Gutter Standard (Type II)	LF	7,877.00	0.00	7,877.00	-15.00	7,862.00	20.00	-300.00
	85	Remove Curb & Gutter	LF	701.00	0.00	701.00	-1.00	700.00	7.00	-7.00
	86	F&I Pavement 8" Thick Reinf Conc	SY	120.00	0.00	120.00	4.00	124.00	60.00	240.00
	87	F&I Pavement 10" Thick Doweled Conc	SY	15,200.00	0.00	15,200.00	-336.00	14,864.00	63.00	-21,168.00
	88	F&I Sidewalk 4" Thick Reinf Conc	SY	227.00	0.00	227.00	14.00	241.00	37.00	518.00
	89	F&I Sidewalk 5" Thick Reinf Conc	SY	8,155.00	0.00	8,155.00	206.00	8,361.00	39.00	8,034.00
	90	F&I Sidewalk 6" Thick Reinf Conc	SY	513.00	0.00	513.00	-205.00	308.00	45.00	-9,225.00



**CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT**

Paving	91	F&I Impressioned 5" Thick Reinf Conc	SY	502.00	0.00	502.00	14.00	516.00	75.00	1,050.00
	92	F&I Driveway 6" Thick Reinf Conc	SY	1,400.00	0.00	1,400.00	-360.00	1,040.00	45.00	-16,200.00
	93	F&I Det Warn Panels Cast Iron	SF	416.00	0.00	416.00	-4.00	412.00	42.00	-168.00
	94	F&I Class 13 Agg - 6" Thick	SY	500.00	0.00	500.00	-450.00	50.00	10.00	-4,500.00
	95	Mulching Type 1 - Hydro	SY	52,054.00	0.00	52,054.00	-6,553.00	45,501.00	0.31	-2,031.43
	96	Seeding Type C	SY	52,054.00	0.00	52,054.00	-2,233.00	49,821.00	0.32	-714.56
	97	F&I Erosion Control Blanket Type 3	SY	6,410.00	0.00	6,410.00	-3,810.00	2,600.00	1.75	-6,667.50
	98	Silt Fence - Standard	LF	500.00	0.00	500.00	-440.00	60.00	2.00	-880.00
	99	Sediment Control Log 10" to 15" Dia	LF	2,493.00	0.00	2,493.00	-1,253.00	1,240.00	2.30	-2,881.90
	100	Inlet Protection - New Inlet	EA	40.00	0.00	40.00	3.00	43.00	200.00	600.00
	101	Inlet Protection - Existing Inlet	EA	10.00	0.00	10.00	-3.00	7.00	150.00	-450.00
	103	Temp Construction Entrance	EA	2.00	0.00	2.00	-2.00	0.00	1,000.00	-2,000.00
	107	Remove Fence	LF	490.00	0.00	490.00	-490.00	0.00	4.00	-1,960.00
	108	F&I Median Nose - Conc	SY	9.00	0.00	9.00	1.00	10.00	150.00	150.00
	109	Construction Signing	SF	100.00	0.00	100.00	-100.00	0.00	19.00	-1,900.00
	110	Casting to Grade - w/Conc	EA	37.00	0.00	37.00	-4.00	33.00	400.00	-1,600.00
	111	Casting to Grade - Blvd	EA	60.00	0.00	60.00	6.00	66.00	300.00	1,800.00
	112	GV Box to Grade - w/Conc	EA	3.00	0.00	3.00	-2.00	1.00	300.00	-600.00
	113	GV Box to Grade - Blvd	EA	13.00	0.00	13.00	3.00	16.00	200.00	600.00
	114	Subcut	CY	5,000.00	0.00	5,000.00	-4,284.00	716.00	5.00	-21,420.00
	115	Topsoil - Import	CY	2,500.00	0.00	2,500.00	-948.00	1,552.00	20.00	-18,960.00
	146	* Install Asphalt Transitions	LS	0.00	0.00	0.00	1.00	1.00	3,850.00	3,850.00
	147	* Tree Removal - 31 St & 64 Ave S	LS	0.00	0.00	0.00	1.00	1.00	715.00	715.00
	148	* Mailbox Upgrade - Replaced (8) Existing Mailboxes	LS	0.00	0.00	0.00	1.00	1.00	2,728.00	2,728.00
									<b>Paving Sub Total (\$)</b>	<b>-104,568.99</b>
Pavement Marking	119	F&I Grooved Plastic Film 24" Wide	LF	90.00	0.00	90.00	10.00	100.00	37.00	370.00
	120	F&I Grooved Contrast Film 7" Wide	LF	7,284.00	0.00	7,284.00	37.00	7,321.00	11.85	438.45
									<b>Pavement Marking Sub Total (\$)</b>	<b>808.45</b>



**CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT**

<b>Street Lighting</b>		125	F&I Pull Box	EA	8.00	0.00	8.00	-2.00	6.00	900.00	-1,800.00
		126	F&I Innerduct 1.5" Dia	LF	6,194.00	0.00	6,194.00	106.00	6,300.00	5.50	583.00
		127	F&I Innerduct 2" Dia	LF	3,805.00	0.00	3,805.00	110.00	3,915.00	7.00	770.00
		128	F&I Conductor #6 USE Cu	LF	23,913.00	0.00	23,913.00	237.00	24,150.00	1.40	331.80
<b>Street Lighting Sub Total (\$)</b>											-115.20
<b>Signing</b>		134	Relocate Sign Assembly	EA	2.00	0.00	2.00	1.00	3.00	200.00	200.00
		135	F&I Sign Assembly	EA	29.00	0.00	29.00	-19.00	10.00	46.00	-874.00
		136	F&I Sign Assembly & Anchor	EA	18.00	0.00	18.00	-8.00	10.00	125.00	-1,000.00
		137	F&I High Intensity Prismatic	SF	81.20	0.00	81.20	-26.20	55.00	33.00	-864.60
		138	F&I Diamond Grade Cubed	SF	104.80	0.00	104.80	23.90	128.70	31.50	752.85
<b>Signing Sub Total (\$)</b>											-1,785.75
<b>Grand Total (\$)</b>											-146,214.39

\* NC Items

**Summary****Source Of Funding**

Net Amount Change Order # 4 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

-146,214.39  
75,500.76  
5,151,545.62  
5,080,831.99

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

**CONTRACT TIME**Current Substantial  
Completion Date

09/26/2020

Current Final Completion  
Date

10/31/2020

Additional Days Substantial  
Completion

0.00

Additional Days Final  
Completion

0.00

New Substantial  
Completion Date

09/26/2020

New Final Completion  
Date

10/31/2020

Description

APPROVED

For Contractor

APPROVED DATE

Department Head

*[Signature]*  
Darius Underwood 4/21/2021

*[Signature]* 4/28/21

Improvement District No : BN-20-C1

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Report Generated : 04/20/2021 08:23:54 AM



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Title

*Project Name*

Mayor

Attest

30-1

April 28, 2021

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. BN-21-C1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, April 28, 2021, for New Paving and Utility Construction, Improvement District No. BN-21-C1, located at 22nd Street South, Griffin Drive South and Aquiline Drive South.

The bids were as follows:

Key Contracting, Inc.	\$ 888,588.74
Master Construction Co. Inc.	\$ 1,007,538.30
Dirt Dynamics	\$ 1,009,812.97
Northern Improvement Co.	\$ 1,034,509.18
FM Asphalt LLC	\$ 1,035,288.84
Sellin Brothers, Inc.	\$ 1,193,545.00
Border States Paving, Inc.	\$ 1,213,700.43
Dakota Underground Co. Inc.	\$ 1,252,883.71
Engineer's Estimate	\$ 1,080,703.20

The special assessment escrow is not required.

This office recommends award of the contract to Key Contracting, Inc. in the amount of \$888,588.74 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs  
Assistant City Engineer

TAK/klb

**ENGINEER'S STATEMENT OF ESTIMATED COST****IMPROVEMENT DISTRICT # BN-21-C1****New Paving and Utility Construction**

22nd Street South, Griffin Drive South, and Aquiline Drive South.

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and  
WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Assistant City Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

New Paving and Utility Construction Improvement District # BN-21-C1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Miscellaneous</b>				
1 Mulching Type 1 - Hydro	SY	29,752.00	0.50	14,876.00
2 Seeding Type C	SY	29,752.00	0.19	5,652.88
3 Inlet Protection - Existing Inlet	EA	10.00	350.00	3,500.00
4 Inlet Protection - New Inlet	EA	17.00	350.00	5,950.00
5 Stormwater Management	LS	1.00	2,000.00	2,000.00
6 Traffic Control - Type 1	LS	1.00	2,500.00	2,500.00
7 Clear & Grub	LS	1.00	1,000.00	1,000.00
<b>Miscellaneous Total</b>				<b>35,478.88</b>
<b>Sanitary Sewer</b>				
8 F&I Manhole 4' Dia Reinf Conc	EA	6.00	3,950.00	23,700.00
9 F&I Pipe SDR 26 - 6" Dia PVC	LF	1,835.00	26.00	47,710.00
10 F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	36.00	50.00	1,800.00
11 F&I Pipe SDR 26 - 8" Dia PVC	LF	1,154.00	35.50	40,967.00
12 F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	29.00	65.00	1,885.00
13 Connect Sewer Service	EA	40.00	550.00	22,000.00
14 F&I Saddle Wye 10"x6" PVC	EA	2.00	650.00	1,300.00
<b>Sanitary Sewer Total</b>				<b>139,362.00</b>
<b>Cass Rural Water</b>				
15 F&I Fittings C153 Ductile Iron	LB	776.00	5.00	3,880.00
16 F&I Hydrant	EA	2.00	4,950.00	9,900.00
17 Connect Pipe to Exist Pipe	EA	2.00	500.00	1,000.00
18 F&I Pipe C900 DR 18 - 6" Dia PVC	LF	18.00	30.00	540.00
19 F&I Pipe C900 DR 18 - 8" Dia PVC	LF	1,312.00	42.00	55,104.00
20 Bore Pipe C900 DR 18 - 8" Dia PVC	LF	151.00	75.00	11,325.00
21 F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	50.00	65.00	3,250.00
22 F&I Tapping Sleeve & Valve 12"x8"	EA	2.00	2,650.00	5,300.00
23 F&I Gate Valve 6" Dia	EA	2.00	1,450.00	2,900.00
24 F&I Gate Valve 8" Dia	EA	4.00	1,950.00	7,800.00
25 F&I Pipe 1" Dia Water Service	LF	1,938.00	21.50	41,667.00
26 F&I Pipe w/GB 1" Dia Water Service	LF	80.00	38.00	3,040.00
27 F&I CS & Box 1" Dia	EA	40.00	310.00	12,400.00
28 Connect Water Service	EA	40.00	250.00	10,000.00
29 Rem & Repl Shared Use Path 5" Thick Reinf Conc	SY	56.00	60.00	3,360.00
30 Salvage Tree	EA	1.00	1,500.00	1,500.00
<b>Cass Rural Water Total</b>				<b>172,966.00</b>

**ENGINEER'S STATEMENT OF ESTIMATED COST****IMPROVEMENT DISTRICT # BN-21-C1****New Paving and Utility Construction****Storm Sewer**

31 Connect Pipe to Exist Structure	EA	1.00	500.00	500.00
32 Remove Inlet	EA	1.00	200.00	200.00
33 F&I Inlet - Round (RDI) Reinf Conc	EA	8.00	1,800.00	14,400.00
34 F&I Inlet - Single Box (SBI) Reinf Conc	EA	6.00	2,950.00	17,700.00
35 F&I Manhole 4' Dia Reinf Conc	EA	7.00	2,100.00	14,700.00
36 F&I Manhole 5' Dia Reinf Conc	EA	1.00	3,600.00	3,600.00
37 F&I Pipe 12" Dia	LF	954.00	29.00	27,666.00
38 F&I Pipe 15" Dia	LF	355.00	38.00	13,490.00
39 F&I Pipe 18" Dia	LF	398.00	42.00	16,716.00
40 F&I Pipe w/GB 15" Dia Reinf Conc	LF	134.00	68.00	9,112.00
41 Plug Pipe 4" thru 12" Dia	EA	1.00	600.00	600.00
42 Plug Pipe 14" thru 24" Dia	EA	1.00	2,000.00	2,000.00
43 Remove Pipe All Sizes All Types	LF	48.00	10.00	480.00
44 Rem & Repl Shared Use Path 5" Thick Reinf Conc	SY	46.00	60.00	2,760.00
			<b>Storm Sewer Total</b>	<b>123,924.00</b>

**Paving**

45 Topsoil - Strip	CY	2,672.00	2.00	5,344.00
46 Subgrade Preparation	SY	4,361.00	2.00	8,722.00
47 F&I Woven Geotextile	SY	4,361.00	1.65	7,195.65
48 F&I Class 5 Agg - 8" Thick	SY	4,361.00	9.00	39,249.00
49 F&I Edge Drain 4" Dia PVC	LF	2,628.00	5.50	14,454.00
50 F&I Curb & Gutter Mountable (Type I)	LF	2,347.00	17.23	40,438.81
51 F&I Curb & Gutter Standard (Type II)	LF	281.00	18.00	5,058.00
52 F&I Valley Gutter Reinf Conc	SY	45.00	55.00	2,475.00
53 F&I Sidewalk 4" Thick Reinf Conc	SY	190.00	56.00	10,640.00
54 F&I Sidewalk 6" Thick Reinf Conc	SY	74.00	58.00	4,292.00
55 F&I Shared Use Path 5" Thick Reinf Conc	SY	44.00	56.00	2,464.00
56 Rem & Repl Shared Use Path 5" Thick Reinf Conc	SY	36.00	56.00	2,016.00
57 F&I Det Warn Panels Cast Iron	SF	144.00	42.00	6,048.00
58 F&I Asphalt Pavement FAA 43 w/ PG58H-34	TON	1,226.00	69.00	84,594.00
59 Casting to Grade - Blvd	EA	9.00	150.00	1,350.00
60 Casting to Grade - no Conc	EA	13.00	150.00	1,950.00
61 GV Box to Grade - Blvd	EA	5.00	100.00	500.00
62 GV Box to Grade - no Conc	EA	3.00	150.00	450.00
63 Remove Pavement All Thicknesses Asph	SY	185.00	4.00	740.00
64 Remove Curb & Gutter	LF	328.00	4.00	1,312.00
65 Remove Sidewalk All Thicknesses All Types	SY	205.00	4.00	820.00
66 Mulching Type 1 - Hydro	SY	4,855.00	0.50	2,427.50
67 Seeding Type C	SY	4,855.00	0.18	873.90
68 F&I Pavement 8" Thick Reinf Conc	SY	140.00	86.00	12,040.00
69 Excavation	CY	7,370.00	4.00	29,480.00
			<b>Paving Total</b>	<b>284,933.86</b>

**Street Lighting**

70 Relocate Street Light	EA	1.00	350.00	350.00
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**ENGINEER'S STATEMENT OF ESTIMATED COST****IMPROVEMENT DISTRICT # BN-21-C1****New Paving and Utility Construction**

71 Remove Street Light	EA	1.00	250.00	250.00
72 F&I Base 5' Deep Reinf Conc	EA	8.00	1,100.00	8,800.00
73 F&I Base 6' Deep Reinf Conc	EA	1.00	1,700.00	1,700.00
74 Remove Base	EA	1.00	700.00	700.00
75 F&I Conductor #6 USE Cu	LF	3,474.00	2.50	8,685.00
76 F&I Innerduct 1.5" Dia	LF	1,074.00	4.00	4,296.00
77 F&I Luminaire Type A	EA	8.00	400.00	3,200.00
78 F&I Pull Box	EA	2.00	1,950.00	3,900.00
79 F&I Light Standard Type A	EA	8.00	2,500.00	20,000.00
<b>Street Lighting Total</b>				<b>51,881.00</b>

**Signing**

80 F&I Diamond Grade Cubed	SF	56.50	22.00	1,243.00
81 F&I High Intensity Prismatic	SF	18.00	20.00	360.00
82 F&I Sign Assembly	EA	7.00	40.00	280.00
83 F&I Sign Assembly & Anchor	EA	8.00	70.00	560.00
<b>Signing Total</b>				<b>2,443.00</b>

**LOMR-F**

84 Topsoil - Strip	CY	7,485.00	2.00	14,970.00
85 Fill - Haul	CY	9,860.00	2.00	19,720.00
86 Fill - Contractor Supply	CY	3,065.00	14.00	42,910.00
<b>LOMR-F Total</b>				<b>77,600.00</b>

**Total Construction in \$ 888,588.74**

Engineering	9.48 %	84,238.21
Legal & Misc	2.74 %	24,347.33
Contingencies	4.56 %	40,519.65
Administration	3.65 %	32,433.49
Interest	3.65 %	32,433.49

**Total Estimated Costs 1,102,560.91**

Special Assessments 803,919.75

Cass Rural WUD Funds 217,937.16

LOMR - Developer Funded 80,704.00

**Unfunded Costs 0.00**

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 04/28/2021

  
 Tom Knakmuhs  
 Assistant City Engineer





April 28, 2021

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. BN-21-G1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, April 28, 2021, for New Paving and Utility Construction, Improvement District No. BN-21-G1, located at 27th Street South, 28th Street South, 65th Avenue South and 67th Avenue South.

The bids were as follows:

Dakota Underground Co Inc	\$1,826,428.88
Northern Improvement Co	\$1,827,097.65
Dirt Dynamics	\$1,865,824.45
Border States Paving Inc	\$1,973,314.37
Sellin Brothers Inc	\$2,137,241.40

Engineer's Estimate	\$2,083,005.05
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The special assessment escrow is not required.

This office recommends award of the contract to Dakota Underground Co Inc in the amount of \$1,826,428.88 as the lowest and best bid. No protests have been received.

Sincerely,

Thomas Knakmuhs  
Assistant City Engineer

TAK/jmg

**ENGINEER'S STATEMENT OF ESTIMATED COST****IMPROVEMENT DISTRICT # BN-21-G1****New Paving and Utility Construction**

27th Street South, 28th Street South, 65th Avenue South and 67th Avenue South.

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Assistant City Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

New Paving and Utility Construction Improvement District # BN-21-G1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Miscellaneous</b>					
1	Seeding Type C	SY	51,500.00	0.33	16,995.00
2	Mulching Type 2 - Straw	SY	51,500.00	0.10	5,150.00
3	Inlet Protection - Existing Inlet	EA	14.00	150.00	2,100.00
4	Inlet Protection - New Inlet	EA	26.00	250.00	6,500.00
5	Stormwater Management	LS	1.00	2,500.00	2,500.00
6	Temp Construction Entrance	EA	3.00	1,000.00	3,000.00
<b>Miscellaneous Total</b>					<b>36,245.00</b>
<b>Sanitary Sewer</b>					
7	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	463.00	0.01	4.63
8	F&I Manhole 4' Dia Reinf Conc	EA	8.00	5,175.00	41,400.00
9	Connect Pipe to Exist Pipe	EA	2.00	1,000.00	2,000.00
10	F&I Pipe SDR 26 - 6" Dia PVC	LF	3,150.00	22.00	69,300.00
11	F&I Pipe SDR 26 - 8" Dia PVC	LF	2,358.00	40.00	94,320.00
12	F&I Pipe SDR 35 - 10" Dia PVC	LF	126.00	50.00	6,300.00
13	F&I Pipe SDR 35 - 12" Dia PVC	LF	463.00	55.00	25,465.00
14	Connect Sewer Service	EA	66.00	280.00	18,480.00
<b>Sanitary Sewer Total</b>					<b>257,269.63</b>
<b>Cass Rural Water</b>					
15	F&I Hydrant	EA	6.00	4,900.00	29,400.00
16	F&I Fittings Ductile Iron	LB	1,578.00	7.35	11,598.30
17	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	52.00	31.00	1,612.00
18	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	2,382.00	32.00	76,224.00
19	F&I Pipe C900 DR 18 - 12" Dia PVC	LF	1,123.00	56.00	62,888.00
20	F&I Gate Valve 6" Dia	EA	6.00	1,300.00	7,800.00
21	F&I Gate Valve 8" Dia	EA	7.00	1,930.00	13,510.00
22	F&I Gate Valve 12" Dia	EA	3.00	3,120.00	9,360.00
23	Connect Pipe to Exist Pipe	EA	3.00	1,000.00	3,000.00
24	Connect Water Service	EA	65.00	280.00	18,200.00
25	F&I Pipe 1" Dia Water Service	LF	2,972.00	17.00	50,524.00
26	F&I CS & Box 1" Dia	EA	65.00	415.00	26,975.00



## ENGINEER'S STATEMENT OF ESTIMATED COST

## IMPROVEMENT DISTRICT # BN-21-G1

## New Paving and Utility Construction

				Cass Rural Water Total	311,091.30
<b>Storm Sewer</b>					
27 F&I Manhole 4' Dia Reinf Conc	EA	6.00	3,025.00		18,150.00
28 F&I Manhole 5' Dia Reinf Conc	EA	4.00	3,850.00		15,400.00
29 F&I Manhole 7' Dia Reinf Conc	EA	2.00	1,000.00		2,000.00
30 F&I Inlet - Round (RDI) Reinf Conc	EA	10.00	1,780.00		17,800.00
31 F&I Inlet - Single Box (SBI) Reinf Conc	EA	18.00	2,600.00		46,800.00
32 Modify Manhole	EA	3.00	1,500.00		4,500.00
33 Connect Pipe to Exist Structure	EA	3.00	1,000.00		3,000.00
34 F&I Pipe 12" Dia	LF	467.00	40.00		18,680.00
35 F&I Pipe 15" Dia	LF	1,007.00	47.00		47,329.00
36 F&I Pipe 18" Dia	LF	1,205.00	48.00		57,840.00
37 F&I Pipe 21" Dia	LF	370.00	57.00		21,090.00
38 F&I Pipe 24" Dia	LF	272.00	62.00		16,864.00
39 F&I Pipe w/GB 15" Dia Reinf Conc	LF	308.00	65.00		20,020.00
40 F&I Pipe w/GB 18" Dia Reinf Conc	LF	45.00	67.00		3,015.00
41 F&I Pipe w/GB 24" Dia Reinf Conc	LF	96.00	85.00		8,160.00
42 Remove Pipe All Sizes All Types	LF	120.00	2.00		240.00
43 Remove Inlet	EA	1.00	500.00		500.00
44 Repair Inlet Floor & Invert	EA	1.00	1,000.00		1,000.00
				<b>Storm Sewer Total</b>	<b>302,388.00</b>
<b>Paving</b>					
45 Topsoil - Strip	CY	19,986.00	2.00		39,972.00
46 Excavation	CY	5,411.00	4.00		21,644.00
47 Subcut	CY	4,279.00	5.00		21,395.00
48 Subgrade Preparation	SY	12,837.00	1.50		19,255.50
49 F&I Woven Geotextile	SY	12,837.00	1.65		21,181.05
50 F&I Class 5 Agg - 8" Thick	SY	12,837.00	9.55		122,593.35
51 F&I Edge Drain 4" Dia PVC	LF	6,550.00	8.00		52,400.00
52 F&I Curb & Gutter Mountable (Type I)	LF	6,550.00	17.50		114,625.00
53 F&I Curb & Gutter Standard (Type II)	LF	86.00	28.00		2,408.00
54 F&I Sidewalk 4" Thick Reinf Conc	SY	510.00	45.00		22,950.00
55 F&I Sidewalk 6" Thick Reinf Conc	SY	55.00	55.00		3,025.00
56 F&I Shared Use Path 5" Thick Reinf Conc	SY	1,375.00	48.00		66,000.00
57 F&I Shared Use Path 6" Thick Reinf Conc	SY	40.00	52.00		2,080.00
58 F&I Det Warn Panels Cast Iron	SF	232.00	42.00		9,744.00
59 F&I Asphalt Pavement FAA 43 w/ PG58H-34	TON	3,733.00	61.50		229,579.50
60 F&I Pavement 8" Thick Reinf Conc	SY	150.00	70.00		10,500.00
61 Casting to Grade - Blvd	EA	17.00	300.00		5,100.00
62 Casting to Grade - no Conc	EA	26.00	600.00		15,600.00
63 GV Box to Grade - Blvd	EA	12.00	200.00		2,400.00
64 GV Box to Grade - no Conc	EA	4.00	600.00		2,400.00

**ENGINEER'S STATEMENT OF ESTIMATED COST****IMPROVEMENT DISTRICT # BN-21-G1****New Paving and Utility Construction**

65 Remove Pavement All Thicknesses All Types	SY	60.00	25.00	1,500.00
66 Remove Curb & Gutter	LF	110.00	10.00	1,100.00
67 Remove Sidewalk All Thicknesses All Types	SY	62.00	10.00	620.00
68 Mulching Type 1 - Hydro	SY	11,100.00	0.45	4,995.00
69 Seeding Type C	SY	11,100.00	0.33	3,663.00
70 F&I Driveway 6" Thick Reinf Conc	SY	110.00	65.00	7,150.00
			<b>Paving Total</b>	<b>803,880.40</b>

**Street Lighting**

71 F&I Base 5' Deep Reinf Conc	EA	21.00	420.00	8,820.00
72 F&I Conductor #6 USE Cu	LF	11,787.00	2.10	24,752.70
73 F&I Innerduct 1.5" Dia	LF	3,823.00	5.25	20,070.75
74 F&I Luminaire Type A	EA	21.00	365.00	7,665.00
75 F&I Pull Box	EA	2.00	1,050.00	2,100.00
76 F&I Light Standard Type A	EA	21.00	2,300.00	48,300.00
			<b>Street Lighting Total</b>	<b>111,708.45</b>

**Signing**

77 F&I Diamond Grade Cubed	SF	66.30	23.00	1,524.90
78 F&I High Intensity Prismatic	SF	24.80	19.00	471.20
79 F&I Sign Assembly	EA	10.00	63.00	630.00
80 F&I Sign Assembly & Anchor	EA	10.00	90.00	900.00
81 Relocate Sign Assembly	EA	2.00	160.00	320.00
			<b>Signing Total</b>	<b>3,846.10</b>

**Total Construction in \$ 1,826,428.88**

Engineering	10.00 %	182,642.89
Legal & Misc	3.00 %	54,792.87
Contingencies	5.00 %	91,321.44
Administration	4.00 %	73,057.16
Interest	4.00 %	73,057.16
<b>Total Estimated Costs</b>		<b>2,301,300.39</b>
Cass Rural WUD Funds		391,975.04
Special Assessments		1,909,325.35
<b>Unfunded Costs</b>		<b>0.00</b>

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 04/28/2021

Tom Knakmuhs

Assistant City Engineer



30-3

April 28, 2021

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. UN-21-A1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, April 28, 2021, for New Utility Construction, Improvement District No. UN-21-A1, located at 37<sup>th</sup> Street North from 44<sup>th</sup> to 46<sup>th</sup> Avenue North and along 46<sup>th</sup> Avenue North from 37<sup>th</sup> Street to Cass County Drain 10 and North Dakota Highway 81 from 44<sup>th</sup> to 40<sup>th</sup> Avenue North.

The bids were as follows:

Dakota Underground Co Inc	\$2,060,304.60
Sellin Brothers Inc	\$2,499,569.00
S.J. Louis Construction, Inc	\$2,800,000.00
Engineer's Estimate	\$1,940,912.00

The special assessment escrow is not required.

This office recommends award of the contract to Dakota Underground Co Inc in the amount of \$2,060,304.60 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs  
Assistant City Engineer

TAK/klo

**ENGINEER'S STATEMENT OF ESTIMATED COST****IMPROVEMENT DISTRICT # UN-21-A1****New Utility Construction**

37th St N from 44th to 46th Ave N and along 46th Ave N from 37th St to Cass County Drain 10 and North Dakota Highway 81 from 44th to 40th Ave N

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Assistant City Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

New Utility Construction Improvement District # UN-21-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Miscellaneous</b>					
1	Mobilization	LS	1.00	10,000.00	10,000.00
2	Topsoil - Strip & Spread	LS	1.00	25,000.00	25,000.00
3	Inlet Protection - Existing Inlet	EA	11.00	150.00	1,650.00
4	Silt Fence - Standard	LF	30.00	3.00	90.00
5	Stormwater Management	LS	1.00	2,500.00	2,500.00
6	Temp Construction Entrance	EA	2.00	1,500.00	3,000.00
7	Clear & Grub	LS	1.00	2,500.00	2,500.00
8	Fill - Import	CY	250.00	0.01	2.50
9	Site Grading	LS	1.00	25,000.00	25,000.00
10	Sediment Control Log 6" to 8" Dia	LF	150.00	3.00	450.00
11	Seeding Type A	SY	50,000.00	0.22	11,000.00
12	Mulching Type 1 - Hydro	SY	50,000.00	0.37	18,500.00
<b>Miscellaneous Total</b>					<b>99,692.50</b>
<b>Storm Sewer</b>					
13	Rem & Repl Pavement 8" Thick Asph	SY	700.00	130.00	91,000.00
14	Connect Pipe to Exist Structure	EA	3.00	2,500.00	7,500.00
15	F&I Tee Manhole 54"x48" Reinf Conc	EA	3.00	5,000.00	15,000.00
16	F&I Tee Manhole 60"x48" Reinf Conc	EA	3.00	5,900.00	17,700.00
17	F&I Manhole 8' Dia Reinf Conc	EA	1.00	13,000.00	13,000.00
18	F&I Manhole Type E Reinf Conc	EA	3.00	17,200.00	51,600.00
19	F&I Pipe 48" Dia Reinf Conc	LF	965.00	170.00	164,050.00
20	F&I Pipe 54" Dia Reinf Conc	LF	1,844.00	200.00	368,800.00
21	F&I Pipe 60" Dia Reinf Conc	LF	1,643.00	230.00	377,890.00
22	F&I Pipe w/GB 12" Dia Reinf Conc	LF	245.50	72.00	17,676.00
23	F&I Pipe w/GB 54" Dia Reinf Conc	LF	72.00	290.00	20,880.00
24	F&I Pipe w/GB 60" Dia Reinf Conc	LF	25.00	315.00	7,875.00
25	F&I Flared End Section 12" Dia Reinf Conc	EA	3.00	600.00	1,800.00
26	Modify Manhole	EA	1.00	2,500.00	2,500.00
27	Plug Pipe 14" thru 24" Dia	EA	6.00	250.00	1,500.00
28	F&I Gatewell	EA	1.00	220,000.00	220,000.00
29	F&I NonWoven Geotextile	SY	186.00	5.00	930.00
30	F&I Rip Rap Rock	CY	155.00	125.00	19,375.00
31	F&I 1-1/4" Trench Found Rock 60" Plus Dia	LF	1,643.00	0.01	16.43



**ENGINEER'S STATEMENT OF ESTIMATED COST****IMPROVEMENT DISTRICT # UN-21-A1****New Utility Construction**

32 F&I 1-1/4" Trench Found Rock 42" thru 54" Dia	LF	2,881.00	0.01	28.81
33 F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	245.50	0.01	2.46
34 F&I Inlet - Special (SPI) Reinf Conc	EA	1.00	1,400.00	1,400.00
35 F&I Manhole 7' Dia Reinf Conc	EA	3.00	8,100.00	24,300.00
36 F&I Pipe w/GB 30" Dia Reinf Conc	LF	45.00	145.00	6,525.00
37 F&I Flared End Section 60" Dia Reinf Conc	EA	1.00	3,700.00	3,700.00
38 Remove Pipe All Sizes All Types	LF	100.00	30.00	3,000.00
39 F&I Pipe w/GB 24" Dia Corr Steel	LF	40.00	75.00	3,000.00
40 F&I Flared End Section 24" Dia Corr Steel	EA	2.00	500.00	1,000.00
41 F&I Woven Geotextile	SY	186.00	5.00	930.00
<b>Storm Sewer Total</b>				<b>1,442,978.70</b>

**Water Main**

42 Connect Pipe to Exist Pipe	EA	2.00	2,500.00	5,000.00
43 F&I Gate Valve 12" Dia	EA	3.00	3,500.00	10,500.00
44 F&I Pipe C900 DR 18 - 6" Dia PVC	LF	178.00	32.00	5,696.00
45 F&I Pipe C900 DR 18 - 12" Dia PVC	LF	1,900.00	65.00	123,500.00
46 F&I Fittings Ductile Iron	LB	2,000.00	10.00	20,000.00
47 F&I Hydrant	EA	5.00	4,700.00	23,500.00
48 F&I Gate Valve 6" Dia	EA	5.00	1,400.00	7,000.00
49 Plug Pipe 12" Dia	EA	2.00	300.00	600.00
50 F&I Insulation 4" Thick	SY	24.00	30.00	720.00
51 F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	1,500.00	0.01	15.00
52 Remove Pipe All Sizes All Types	LF	60.00	25.00	1,500.00
<b>Water Main Total</b>				<b>198,031.00</b>

**Sanitary Sewer**

53 Remove Pipe All Sizes All Types	LF	1,200.00	20.00	24,000.00
54 F&I Pipe SDR 26 - 36" Dia PVC	LF	240.00	415.00	99,600.00
55 F&I Manhole Air Release 8' Dia Reinf Conc	EA	2.00	58,000.00	116,000.00
56 F&I Force Main - Fittings	LB	12,000.00	4.70	56,400.00
57 Connect Pipe to Exist Pipe	EA	2.00	9,800.00	19,600.00
58 F&I Bollards	EA	8.00	500.00	4,000.00
59 F&I 1-1/4" Trench Found Rock 27" thru 36" Dia	LF	240.00	0.01	2.40
<b>Sanitary Sewer Total</b>				<b>319,602.40</b>

**Total Construction in \$ 2,060,304.60**

Engineering	10.00 %	206,030.46
Legal & Misc	3.00 %	61,809.14
Contingencies	5.00 %	103,015.23
Administration	4.00 %	82,412.18
Interest	4.00 %	82,412.18

**Total Estimated Costs 2,595,983.80**

Utility Funds - Wastewater - 521 402,699.02

Special Assessments 2,193,284.81

**Unfunded Costs -0.03**

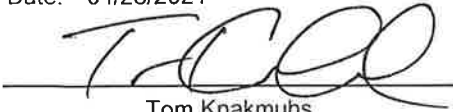
ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # UN-21-A1

New Utility Construction

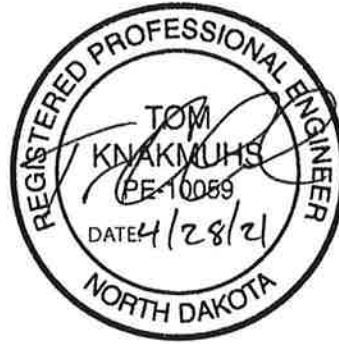
IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 04/28/2021



Tom Knakmuhs

Assistant City Engineer



COVER SHEET  
CITY OF FARGO PROJECTS

31-1

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Improvement District as it will appear in the Contract:

New Paving and Utility Construction

Improvement District No. BN-21-H

Call for Bids May 3, 2021

Advertise Dates May 12 & May 19, 2021

Bid Opening Date June 9, 2021

Substantial Completion Date October 2, 2021

Final Completion Date October 30, 2021

N/A PWPEC Report (Attach Copy)

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Aaron Edgar

Phone No. (701) 476-4108

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

X Assessment Map (Attach Copy for Auditor's Office Only)

## ENGINEER'S REPORT

## NEW PAVING AND UTILITY CONSTRUCTION

## IMPROVEMENT DISTRICT NO. BN-21-H

**Nature & Scope**

This project is for new construction of underground utilities, concrete pavement, and incidentals on 24<sup>th</sup> Avenue South and on 26<sup>th</sup> Avenue South, east of 45<sup>th</sup> Street South.

**Purpose**

This project is to provide infrastructure for new commercial and residential properties within EOLA Addition as requested by the Developer.

**Feasibility**

The estimated cost of construction is \$2,283,000.00.

The costs for the Improvement District are estimated as follows:


<b>TIF Eligible Costs</b>	\$	513,202.00
Plus Outside Engineering Fee:	\$	5,619.82
Plus Engineering Fee:	\$	45,700.38
Plus 4% Administration Fee:	\$	20,528.08
Plus 3% Legal Fee:	\$	15,396.06
Plus 4% Interest Fee:	\$	20,528.08
Plus 5% Contingency:	\$	25,660.10
<b>Total Estimated TIF Cost:</b>	<b>\$</b>	<b>646,634.52</b>

<b>Special Assessed Costs</b>	\$	1,769,798.00
Plus Outside Engineering Fee:	\$	19,380.18
Plus Engineering Fee:	\$	157,599.62
Plus 4% Administration Fee:	\$	70,791.92
Plus 3% Legal Fee:	\$	53,093.94
Plus 4% Interest Fee:	\$	70,791.92
Plus 5% Contingency:	\$	88,489.90
<b>Total Estimated Special Assessed Cost:</b>	<b>\$</b>	<b>2,229,945.48</b>

<b>Project Funding Summary</b>		
General Infrastructure Funds (TIF-401)	22.48%	\$ 646,634.52
Special Assessments	77.52%	\$ 2,229,945.48
<b>Total Estimated Project Cost</b>		<b>\$ 2,876,580.00</b>

We believe this project to be cost effective.



  
Tom Knakmuhs, P.E.  
Assistant City Engineer

CITY OF FARGO  
ENGINEERING DEPARTMENT  
  
LOCATION AND COMPRISING  
  
NEW PAVING AND UTILITY CONSTRUCTION  
  
IMPROVEMENT DISTRICT NO. BN-21-H

**LOCATION:**

This project is for new construction of underground utilities, concrete pavement, and incidentals on 24th Avenue South and on 26<sup>th</sup> Avenue South, east of 45<sup>th</sup> Street South.

**COMPRISING:**

Lot 1, 2, and 3, Block 1.

All platted in Liberty Square South 1<sup>st</sup> Addition, a replat of part of lot 1 block 3 of Anderson Park Addition.

Lot 2, 3, and 4, Block 1.

All platted in Anderson Park 2nd Addition, a replat of part of lot 1 block 3 of Anderson Park Addition.

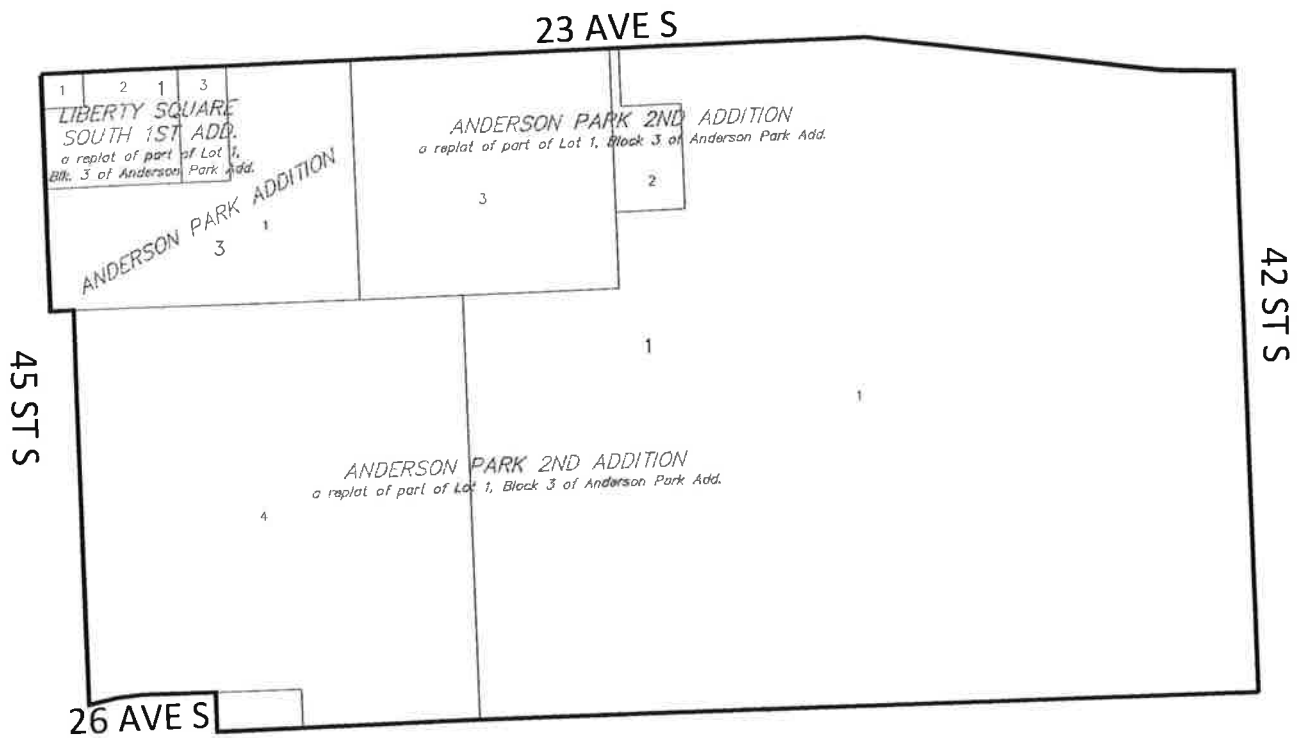
Lot 1, Block 1.

All platted in Anderson Park 2nd Addition, a replat of part of lot 1 block 3 of Anderson Park Addition.

Lot 1, Block 3.

All platted in Anderson Park Addition.

All the foregoing located in the City of Fargo, Cass County, North Dakota.



CITY OF FARGO  
ENGINEERING DEPARTMENT  
LOCATION & ASSESSMENT AREA  
NEW PAVING AND UTILITY CONSTRUCTION

IMPROVEMENT DISTRICT NO. BN-21-H



COVER SHEET  
CITY OF FARGO PROJECTS

31-2

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Improvement District as it will appear in the Contract:

Storm Sewer Lift Station Rehab/Reconstruction & Incidentals

Improvement District No. NR-20-A

Call for Bids May 3, 2021

Advertise Dates May 12 & 19, 2021

Bid Opening Date June 9, 2021

Substantial Completion Date March 15, 2022

Final Completion Date June 1, 2022

N/A PWPEC Report (**Part of the 2021 CIP**)

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Rob Hasey

Phone No. (701) 476-4041

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

N/A Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

X Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT  
STORM SEWER LIFT STATION REHAB/RECONSTRUCTION & INCIDENTALS  
IMPROVEMENT DISTRICT NO. NR-20-A

### Nature & Scope

The Fargo Street Department identified several storm sewer lift stations that are in need of repair and safety upgrades. The lift stations on this project include #6, #8, #49, #51 & #70.

### Purpose

The purpose of this project is to make necessary repairs to the lift stations including pump replacement, control panel replacement, adding safety features such as vector truck piping for yearly cleaning operations, replacing ladders, adding catwalks for safety & adding SCADA for remote monitoring.

### Feasibility

This project will be funded by Special Assessments and the Storm Sewer Utility Fund 524 as identified in the 2021 Capital Improvement Plan.

The costs of these improvements are estimated as follows:

#### Site #1 (STS LS #6):

<b>Estimated Construction Cost:</b>	<b>\$ 215,500.00</b>
<b>Assessed Portion (50%):</b>	<b>\$ 107,750.00</b>
Plus 10% Engineering Fees:	\$ 10,775.00
Plus 4% Administration Fees:	\$ 4,310.00
Plus 4% Interest Fees:	\$ 4,310.00
Plus 3% Legal/Misc. Fees:	\$ 3,232.50
Plus 5% Contingency:	\$ 5,387.50
<b>Total Assessed:</b>	<b>\$ 135,765.00</b>
<b>City Portion (50%):</b>	<b>\$ 107,750.00</b>
Plus 10% Engineering Fees:	\$ 10,775.00
Plus 4% Administration Fees:	\$ 4,310.00
Plus 4% Interest Fees:	\$ 4,310.00
Plus 3% Legal/Misc. Fees:	\$ 3,232.50
Plus 5% Contingency:	\$ 5,387.50
<b>Total City (Storm Sewer Utility Fund 524):</b>	<b>\$ 135,765.00</b>

**Site #2 (STS LS #8):**

**Estimated Construction Cost:** \$ 286,238.00

<b>Assessed Portion (50%):</b>	\$ 143,119.00
Plus 10% Engineering Fees:	\$ 14,311.90
Plus 4% Administration Fees:	\$ 5,724.76
Plus 4% Interest Fees:	\$ 5,724.76
Plus 3% Legal/Misc. Fees:	\$ 4,293.57
Plus 5% Contingency:	\$ 7,155.95
<b>Total Assessed:</b>	<b>\$ 180,329.94</b>

<b>City Portion (50%):</b>	\$ 143,119.00
Plus 10% Engineering Fees:	\$ 14,311.90
Plus 4% Administration Fees:	\$ 5,724.76
Plus 4% Interest Fees:	\$ 5,724.76
Plus 3% Legal/Misc. Fees:	\$ 4,293.57
Plus 5% Contingency:	\$ 7,155.95
<b>Total City (Storm Sewer Utility Fund 524):</b>	<b>\$ 180,329.94</b>

**Site #3 (STS LS #51):**

**Estimated Construction Cost:** \$ 2,500.00

<b>City Portion (100%):</b>	\$ 2,500.00
Plus 10% Engineering Fees:	\$ 250.00
Plus 4% Administration Fees:	\$ 100.00
Plus 4% Interest Fees:	\$ 100.00
Plus 3% Legal/Misc. Fees:	\$ 75.00
Plus 5% Contingency:	\$ 125.00
<b>Total City (Storm Sewer Utility Fund 524):</b>	<b>\$ 3,150.00</b>

**Site #4 (STS LS #49):**

**Estimated Construction Cost:** \$ 397,800.00

<b>Assessed Portion (50%):</b>	\$ 198,900.00
Plus 10% Engineering Fees:	\$ 19,890.00
Plus 4% Administration Fees:	\$ 7,956.00
Plus 4% Interest Fees:	\$ 7,956.00
Plus 3% Legal/Misc. Fees:	\$ 5,967.00
Plus 5% Contingency:	\$ 9,945.00
<b>Total Assessed:</b>	<b>\$ 250,614.00</b>

<b>City Portion (50%):</b>	\$ 198,900.00
Plus 10% Engineering Fees:	\$ 19,890.00
Plus 4% Administration Fees:	\$ 7,956.00
Plus 4% Interest Fees:	\$ 7,956.00
Plus 3% Legal/Misc. Fees:	\$ 5,967.00
Plus 5% Contingency:	\$ 9,945.00
<b>Total City (Storm Sewer Utility Fund 524):</b>	<b>\$ 250,614.00</b>

**Site #5 (STS LS #70):**

<b>Estimated Construction Cost:</b>	<b>\$ 2,500.00</b>
<b>City Portion (100%):</b>	<b>\$ 2,500.00</b>
Plus 10% Engineering Fees:	\$ 250.00
Plus 4% Administration Fees:	\$ 100.00
Plus 4% Interest Fees:	\$ 100.00
Plus 3% Legal/Misc. Fees:	\$ 75.00
Plus 5% Contingency:	\$ 125.00
<b>Total City (Storm Sewer Utility Fund 524):</b>	<b>\$ 3,150.00</b>

**Project Funding Summary:**

Special Assessments (49.72%)	\$ 566,708.94
Storm Sewer Utility Fund 524 (50.28%)	\$ 573,008.94

We believe this project to be cost effective.



  
Thomas Knakmuhs, P.E.  
Assistant City Engineer

CITY OF FARGO  
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

STORM SEWER LIFT STATION  
REHAB/RECONSTRUCTION & INCIDENTALS

IMPROVEMENT DISTRICT NO. NR-20-A

**LOCATION 1 (Site #1):**

Storm Sewer Lift Station #6 located on 45<sup>th</sup> Street North just south of 19<sup>th</sup> Avenue North.

**COMPRISING:**

Lots 2 through 5, Inclusive, Block 1.  
All located in Tecton – GPK Addition.

Lot 1, Block 1.  
Located in Marvin Subdivision.

Lots 4 through 7, Inclusive, Block 17.  
All located in Replat of Lot 9 Block 15, Block 16, and Lots 2, 3, 4, 5 Block 17, Industrial Sub. No.3.

Lots 1 through 5, Inclusive, Block 4.  
All located in Replat of Lots 1 & 2 Block 4 of Replat Jacob H. Goldberg Addition No. 2.

Lots 2 through 6, Inclusive, Block 5.  
Lots 2 through 7, Inclusive, Block 6.  
Lots 1 through 8, Inclusive, Block 7.  
All located in Replat – Jacob H. Goldberg Addition No. 2.

Lots 1 through 4, Inclusive, Block 8.  
Lot 1, Block 9.  
Lots 1 through 6, Inclusive, Block 11.  
All located in Industrial Subdivision No. 1.

Lots 1 through 6, Inclusive, Block 10.  
All located in Replat of Block 10 Industrial Subdivision No. 1.

Lots 2, 3, 25 and 26.  
All in Hector's Subdivision.

Lots 1 through 5, Inclusive, Block 12.  
Lots 2 through 4, Inclusive, Block 13.  
All located in Industrial Subdivision No. 2.

Lots 1 and 2, Block 1.  
All located in A Minor Subdivision Plat of Industrial Subdivision No. 4.

Lots 1 and 2, Block A.  
All located in Swanson Industrial Addition.

Lots 2, 3, and 5 through 7, Inclusive, Block 2.  
All located in Corrected Goldberg Addition No. 1.

Lot 2, Block 1.  
Lot 3, Block 2.  
All located in Sheyenne Industrial Center Third Addition.

Lots 1 and 2, Block 1.  
Located in Sheyenne Industrial Center Fifth Addition.

Lot 1, Block 1.  
Located in Stollenwerk Wilm Addition.

Lot 3, Block 2.  
Located in Fayland Industrial First Addition.

All land bound on the north by 12<sup>th</sup> Avenue North, bound on the east by 45<sup>th</sup> Street North, bound on the south by 7<sup>th</sup> Avenue North and bound on the west by City of Fargo City limits.

Lot 1, Block 1.  
Located in LaFarge Dakota Subdivision.

All land located in the 2008 Northside Annexation Addition bound on the north by 7<sup>th</sup> Avenue North, bound on the east by LaFarge Dakota Subdivision, bound on the south by BNSF railroad and bound on the west by City of Fargo City limits.

**LOCATION 2 (Site #2):**

Storm Sewer Lift Station #8 located on 32<sup>nd</sup> Street South just north of 4<sup>th</sup> Avenue South.

**COMPRISING:**

Lots 1 and 2, Block 1.  
All located in Butler Business Park Second Addition.

Lots 2, 4 and 5, Block 1.  
Lots 1, 2 and 4 through 6, Inclusive, Block 2.  
Lots 1 through 3, Inclusive, Block 3.  
Lots 1, 2, 5 and 6, Block 4.  
Lot 2 and O, Block 6.  
Lots C through K, Inclusive, Block 7.  
Lots 12 through 20, Inclusive, Block 7.  
Lots 1 through 6, Inclusive, Block 8.  
All located in Burlington Northern I-29 South Industrial Center.

Lots 1 and 7 through 8, Inclusive, Block 1.  
All located in Engkjer Addition.

Lot 1, Block 1.  
Located in Crescent Addition.

Location and Comprising  
Improvement District NR-20-A  
Page 3

Lots 1 and 2, Block 1.  
All located in Cody Addition.

Lots 1 and 2, Block 1.  
All located in Timber Addition.

Lot 1, Block 1.  
Lot 1, Block 2.  
All located in Cass County Corrections Addition.

Lots 1 and 2, Block 1.  
All located in Bachman Addition.

Lots 1 and 2, Block 1.  
All located in FTC Addition.

Lots 1 and 2, Block 1.  
All located in Gehrig Properties Addition.

Lots 1 through 4, Inclusive, Block 1.  
All located in Premiere First Addition.

Lots 1 and 2, Block 1.  
All located in Lavelle Third Addition.

Lots 1 through 4, Inclusive, and lot 7, Block 1.  
All located in Master Addition.

Lot 1, Block 1.  
Located in West Central Addition.

Lots 1 and 2, Block 1.  
All located in Cape Development Addition.

Lots 1 through 4, Inclusive, Block 1.  
Lots 1 through 5, Inclusive, Block 2.  
Lots 1 through 17, Inclusive, Block 3.  
Lots 1 through 7, Inclusive, Block 4.  
Lot 1, Block 5.  
All located in Westrac Second Additon.

Lot 1, Block 1.  
Located in Nortech Addition.

Lots 1 through 3, Inclusive, Block 1.  
Lot 1, Block 2.  
All located in Tennefos Addition.

Lots 1 through 3, Inclusive, Block 1.  
Lots 1 through 6, Inclusive, Block 2.  
Block 3.  
Lot 2, Block 5.



All located in Tennefos' First Subdivision.

Lot 1, Block 1.

Located in Border States Industries First Addition.

Lots 2 through 5, Inclusive and lot 7, Block 1.

Lots 6 through 8, Inclusive, Block 2.

All located in Pete's Addition.

Lots 1 and 2, Block 1.

All located in SRD Addition.

Lots 3 through 7, Inclusive, Block 1.

Lots 2 through 8, Inclusive, Block 2.

All located in McVets Addition.

Lots 1 through 3, Inclusive, Block 1.

All located in Force Addition.

Lots 1 through 8, Inclusive, Block 1.

Lots 1 and 2, Block 2.

Lots 1 through 3, Inclusive, Block 3.

All located in Centrac Addition.

Lots 1 and 2, Block 6.

All located in S&W Addition.

Lots 1 through 3, Inclusive, Block 1.

All in Sisters of Mary Addition.

Lots 6 and 7, Block A.

Lots 8 and 9, Block B.

All located in Morton's Subdivision.

Lots 1 through 4, Inclusive, Block 1.

Lots 1 through 9, Inclusive, Block 2.

Lots 1 and 2, Block 3.

Lots 1 through 3, Inclusive, Block 4.

Lots 1, 3, 4, 7 and 8, Block 5.

All located in Westrac First Addition.

Lot 1, Block 1.

Located in Helenske's First Addition.

Lot 1, Block 1.

Located in Hooters Fargo Addition.

Lot 1, Block 1.

Located in Lexli First Addition.

Lots 1 and 2, Block 1.

All located in Holtan First Addition.

Lot 1, Block 1.  
Located in AJ's Addition.

Lots 1, 2, 4 and 5, Block 1.  
Lots 1 through 3, Inclusive, Block 2.  
Lot 1, Block 3.  
Lots 1 through 12, Inclusive, Block 4.  
All located in Interstate Park Addition.

Lots 1 through 3, Inclusive, Block 1.  
All located in Boehm Addition.

Lot 1, Block 1.  
Located in Muscatell Subdivision.

Lot 1, Block 1.  
Located in Cedar Crest First Addition.

Lots 1 and 2, Block 1.  
All located in Pulkrabek's First Addition.

Lots 3 and 4, Block 1.  
All located in Runck's First Addition.

Lot 2, Block 1.  
Located in Runck's Second Addition.

Lot 1, Block 1.  
Located in Runck's Third Addition.

Lots 1 and 2, Block 1.  
All located in Runck's Fourth Addition.

Lots 1 through 10, Inclusive, Block 1.  
Lots 1 through 12, Inclusive, Block 3.  
All located in The Hub Addition.

Lot 1.  
Located in South Meadows Subdivision.

Lots 1 through 17, Inclusive, Block 1.  
All located in Prairie South Addition.

Lots 1 through 8, Inclusive, Block 4A.  
Lots 1 through 9, Inclusive, Block 4B.  
Lots 1 through 10, Inclusive, Block 4C.  
Lots 1 through 10, Inclusive, Block 4D.  
All located in A Replat of Block 4, Hub Addition to the City of Fargo.

Lot 1, Block 1.  
Lots 1 through 8, Inclusive, Block 2.  
Lots 1 and 2, Block 3.

All located in Saks Addition.

Lots 1 through 26, Inclusive, Block 4.  
Lots 1 through 21, Inclusive, Block 5.  
Lots 1 through 20, Inclusive, Block 6.  
Lots 1 through 17, Inclusive, Block 8.  
Lots 1 through 11, Inclusive, Block 9.  
Lots 1 through 26, Inclusive, Block 10.  
Lots 1 through 25, Inclusive, Block 11.  
Lots 1 through 17, Inclusive, Block 12.  
All located in Westgate Village.

Lots 1 through 4, Inclusive, Block 1.  
Lots 1 through 7, Inclusive, Block 2.  
All located in Replat of Block 1 Westgate Village.

Lots 1 through 11, Inclusive, Block 1A.  
Lots 1 through 4, Inclusive, Block 2A.  
All located in Replat of Block 3 Westgate Village.

Lots 1 through 13, Inclusive, Block A.  
Lots 1 and 2, Block B.  
All located in Replat of Blocks 2 & 7, Westgate Village.

Lots 1 through 12, Inclusive, Block 1.  
Lots 1 through 8, Inclusive, Block 2.  
All located in Westgate Park Addition.

Lots A, B and 1 through 13, Inclusive, Block 1.  
Lots A, B and 1 through 22, Inclusive, Block 2.  
All located in Cobblestone Court.

Lot 1, Block 2.  
Located in S&W 2<sup>nd</sup> Addition.

Lots 1 through 12, Inclusive, Block 19.  
All located in Replat of Lot 1, Block 5 Prairiewood Addition.

Lots 1 through 15, Inclusive, Block 1.  
Lots 4 through 29, Inclusive, Block 2.  
Lot 1, Block 3.  
Lots 1 through 28, Inclusive, Block 4.  
Lots 1 through 14, Inclusive, Block 6.  
Lots 1 through 16, Inclusive, Block 7.  
Lot 1, Block 8.  
Lots 1 through 18, Inclusive, Block 11.  
Lot 1, Block 12.  
Lots 1 through 14, Inclusive, Block 13.  
Lots 1 through 34, Inclusive, Block 14.  
Lots 1 through 27, Inclusive, Block 15.  
Lot 1, Block 16.  
Lots 1 through 43, Inclusive, Block 17.

Lots 1 and A through H, Inclusive, Block 18.  
All located in Prairiewood Addition.

Lots 30 through 34, Inclusive, Block 2.  
All located in Ames Addition.

Lots 1 through 16, Inclusive, Block 9.  
All located in Replat of Lot One, Block Nine of Prairiewood Addition.

Lots 2 through 9, Inclusive, Block 10.  
All located in Replat of Block 10 Prairiewood Addition.

Lots 6 and 7, Block 1.  
Lots 1 through 5, Inclusive, Block 2.  
Lots 1, 2, 5 and 6, Block 3.  
All located in Dakota Land Addition.

Lots 1 through 25, Inclusive, Block 1.  
All located in Replat of Lot 3, and the South 85.00' of Lot 2, Block 3, Dakota Land Addition to the City of Fargo.

Lots 1 through 16, Inclusive, Block 1.  
All located in Points West Addition.

Lots 1 through 9, Inclusive.  
All located in Points West II Addition.

Lot 1, Block 1.  
Lots 1 through 5, Inclusive, Block 2.  
All located in Dakota Land Second Addition.

All unplatted land in Township 139, Range 49 W, Section 11.

**LOCATION 3 (Site #4):**

Storm Sewer Lift Station #49 located on 45<sup>th</sup> Street South and Cass County Drain 27.

**COMPRISING:**

Lot 1, Block 2.  
Lot 1, Block 3.  
All located in Agassiz Crossing First Addition.

Lot 2, Block 1.  
Located in Agassiz Crossing Second Addition.

Lot 1, Block 1.  
Lot 1, Block 3.  
All located in Agassiz Crossing Fourth Addition.

Lots 1 and 2, Block 1.  
All located in Agassiz Crossing Seventh Addition.

Lot 1, Block 1.  
Located in Hom First Addition.

Lots 1 and 2, Block 1.  
All located in Hom Second Addition.

Lots 1 through 3, Inclusive, Block 1.  
All located in Westpointe First Addition.

Lot 1, Block 1.  
Located in Liberty Square Addition.

Lots 1 through 3, Inclusive, Block 1.  
All located in Liberty Square Second Addition.

Lot 1, Block 1.  
Located in Liberty Square Third Addition.

Lots 3 and 4, Block 1.  
All located in Liberty Square Fourth Addition.

Lots 1 through 3, Inclusive, Block 1.  
All located in Liberty Square Fifth Addition.

Lot 1, Block 4.  
Lot 1, Block 5.  
All located in Amber Valley Sixth Addition.

Lots 1 through 10, Inclusive, Block 2.  
Lots 1 through 7, Inclusive, Block 8.  
All located in Urban Plains by Brandt First Addition.

Lots 1 through 5, Inclusive, Block 1.  
All located in Amber Valley Business Center First Addition.

Lots 1 through 3, Inclusive, Block 1.  
Lots 2 through 4, Inclusive, Block 2.  
All located in Amber Valley First Addition.

Lots 1 and 2, Block 1.  
All located in Amber Valley Second Addition.

Lots 1 through 8, Inclusive, Block 1.  
All located in Amber Valley Third Addition.

Lot 1, Block 1.  
Located in Amber Valley Fourth Addition.

Lot 1, Block 1.  
Located in Amber Valley Fifth Addition.

Lots 2 through 4, Inclusive, Block 1.  
All located in Amber Valley Seventh Addition.

Lot 1, Block 1.  
Located in Amber Valley Eighth Addition.

Lots 1 and 2, Block 1.  
All located in Amber Valley 9th Addition.

Lots 1 through 3, Inclusive, Block 1.  
All located in Gamma Fargo Addition.

Lot 1, Block 1.  
Located in Pracs Second Addition.

Lots 1 and 2, Block 1.  
All located in C&G Addition.

Lot 3, Block 1.  
Located in Midwest Behavioral Healthcare First Addition.

Lot 1, Block 1.  
Located in Robust Third Addition.

Lots 1, 2, 3 and 5, Block 1.  
All located in Urban Plains Northeast Retail Addition.

Lots 1 through 4, Inclusive, Block 1.  
All located in Urban Plains Northeast Retail Second Addition.

Lots 1 and 2, Block 1.  
All located in Urban Plains Northeast Retail Third Addition.

Lots 2 through 12, Inclusive, Block 1.  
All located in Urban Plains Retail Addition.

Lots 1 and 4, Block 1.  
All located in Urban Plains Starion Addition.

Lots 1 and 2, Block 1.  
All located in PTP Addition.

Lots 1 through 6, Inclusive, Block 1.  
All located in Urban Plains Medical Park Addition.

Lots 1 through 3, Inclusive, Block 1.  
All located in Brandt Park Addition.

Lots 1 and 2, Block 1.  
All located in Encore Second Addition.

Lot 1, Block 5.  
Located in Urban Plains Center Addition.

Lots 1 through 3, Inclusive, Block 1.  
All located in Liberty Square South First Addition.

Lot 1, Block 3.  
Located in Anderson Park Addition.

Lots 1 through 4, Inclusive, Block 1.  
All located in Anderson Park Second Addition.

Lots 5 through 8, Inclusive, Block 1.  
Lots 1 through 4, Inclusive, Block 2.  
Lots 1 and 6, Block 3.  
All located in Calico Prairie Addition.

Lots 1 through 6, Inclusive, Block 1.  
All located in Calico Prairie 2<sup>nd</sup> Addition.

Lots 1 and 2, Block 1.  
All located in Metropolitan Park Addition.

Lot 9, Block 7.  
Located in Autumn Fields Addition.

Lots 1 and 2, Block 1.  
All located in Figlewicz Enterprises First Addition.

Lot 8, Block 1.  
Located in King Addition.

Lots 1 through 5, Inclusive, Block 1.  
All located in King Second Addition.

Lots 1 and 2, Block 1.  
All located in King Third Addition.

Lot 2, Block 1.  
Located in Bentley Square Addition.

Lots 4 and 5, Block 1.  
All located in Blu Water Creek Addition.

Lots 1 through 3, Inclusive, Block 1.  
All located in Blu Water Creek Second Addition.

Lots 1 and 2, Block 1.  
All located in Blu Water Creek Third Addition.

Lot 1, Block 1.  
Located in Blu Water Creek 4<sup>th</sup> Addition.



Lots 1 through 6, Inclusive, Block 1.  
All located in Blu Water Creek 5<sup>th</sup> Addition.

Lots 1 through 3, Inclusive, Block 1.  
All located in Brandt Crossing Second Addition.

Lots 7 through 11, Inclusive, Block 1.  
All located in Brandt Crossing Second Addition.

Lots 1 through 17, Inclusive, Block 1.  
All located in Brandt Crossing Third Addition.

Lots 1 through 26, Block 1.  
All located in Sincebaugh Addition.

Lots 1 through 18, Block 2.  
All located in Sincebaugh Addition.

Lots 1 through 27, Block 3.  
All located in Sincebaugh Addition.

Lots 1 through 10, Block 4.  
All located in Sincebaugh Addition.

Lots 1 and 2, Block 1.  
All located in Sincebaugh Second Addition.

Lot 1, Block 1.  
Located in Sheyenne Substation Subdivision.

Lots 1 through 3, Inclusive, Block 1.  
All located in Asleson Commercial Addition.

Lots 1 through 8, Inclusive, Block 1.  
All located in Asleson Commercial Second Addition.

Lots 1 through 3, Inclusive, Block 1.  
All located in Spiry First Addition.

Lots 1 and 2, Block 1.  
All located in Spiry Second Addition.

Lots 1 through 4, Inclusive, Block 1.  
All located in Spiry Third Addition.

Lot 2, Block 1.  
Lots 1 and 2, Block 2.  
Lots 9 through 19, Inclusive, Block 3.  
Lots 1 through 14, Inclusive, Block 4.  
Lots 1 through 14, Inclusive, Block 5.  
Lots 1 through 14, Inclusive, Block 6.

Lots 1 through 14, Inclusive, Block 7.  
Lots 1 through 14, Inclusive, Block 8.  
Lots 1 through 19, Inclusive, Block 9.  
All located in Pointe West First Addition.

Lots 18 through 29, Inclusive, Block 1.  
Lots 9 through 16, Inclusive, Block 4.  
Lots 1 through 14, Inclusive, Block 5.  
Lots 1 through 14, Inclusive, Block 6.  
Lots 1 through 14, Inclusive, Block 7.  
Lots 1 through 19, Inclusive, Block 8.  
All located in Pointe West Second Addition.

Lot 3, Block 1.  
Lots 1 through 11, Inclusive, Block 3.  
Lots 1, 3, 4 and 5, Block 4.  
All located in Vista Village Addition.

Lots 2, 4, 5, 7, 8, 9 and 12 through 75 Inclusive, Block 1.  
All located in Vista Village Second Addition.

Lots 1 through 3, Inclusive, Block 1.  
All located in Vista Village Third Addition.

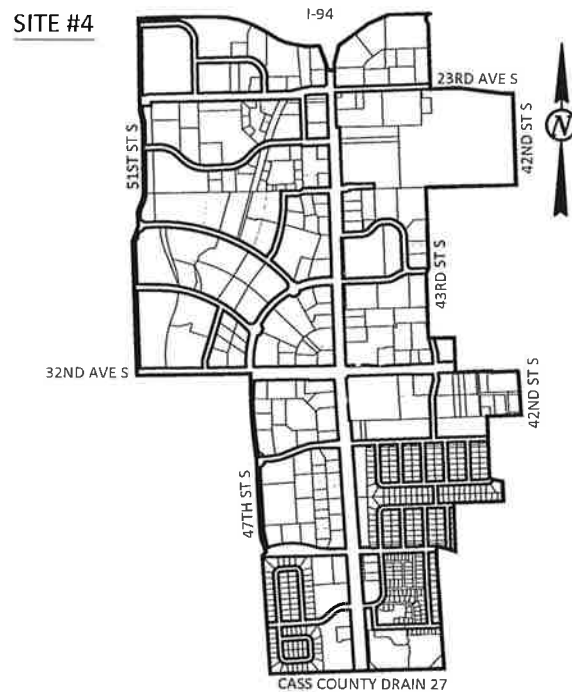
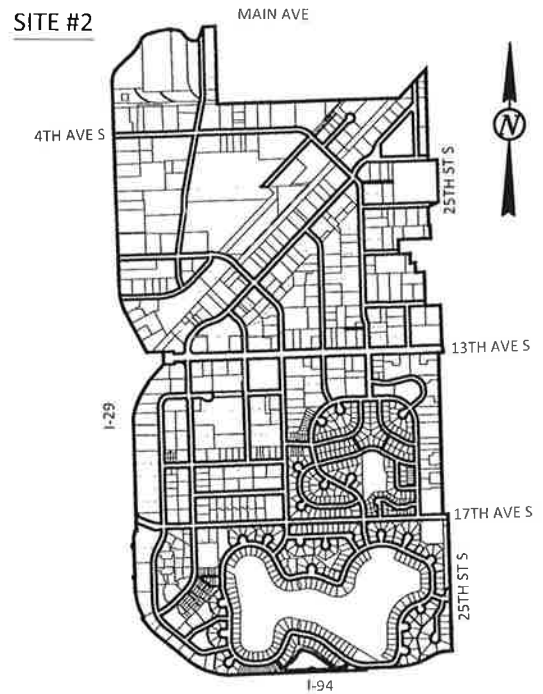
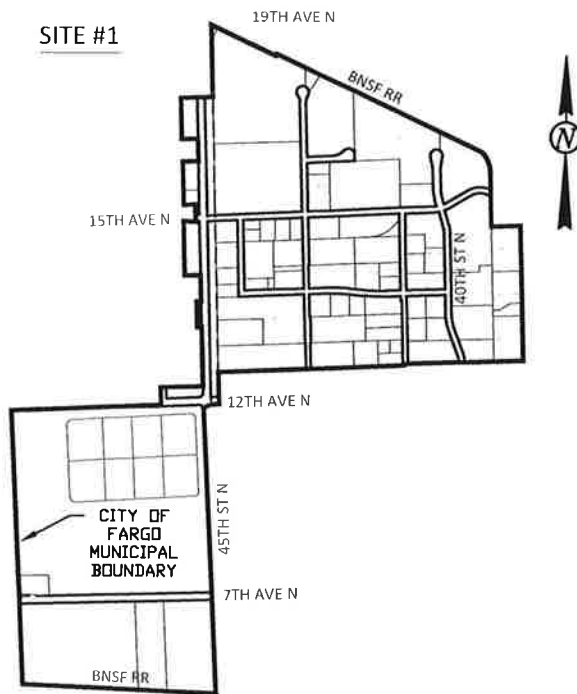
Lots 1 through 5, Inclusive, Block 1.  
All located in Vista Village Fourth Addition.

Lots 1 through 3, Inclusive, Block 1.  
All located in Vista Village Fifth Addition.

Lots 1 and 2, Block 1.  
All located in Vista Village Sixth Addition.

Lots 1 and 2, Block 1.  
All located in Vista Village Seventh Addition.

All of the foregoing located in the City of Fargo, Cass County, North Dakota.



CITY OF FARGO ENGINEERING  
DEPARTMENT

LOCATION & ASSESSMENT AREA

STORM SEWER LIFT STATION  
REHAB/RECONSTRUCTION & INCIDENTALS

IMPROVEMENT DISTRICT NO. NR-20-A